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WHITESBORO CENTRAL SCHOOL DISTRICT AGREEMENT

**Between the
SUPERINTENDENT OF
WHITESBORO CENTRAL SCHOOL DISTRICT**

**And the
WHITESBORO TEACHERS' ASSOCIATION**

**Affiliated with
NEW YORK STATE UNITED TEACHERS
AND
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

July 1, 2003 – June 30, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

WHITESBORO CENTRAL SCHOOL DISTRICT

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AGREEMENT

Entered into this 1st day of July, 2003 by and between the Superintendent of Whitesboro Central School District, hereinafter referred to as the "Employer," and the Whitesboro Teachers' Association, hereinafter referred to as the "Association".

ARTICLE I

PREAMBLE

- 1:01 The relationships between the Board of Education, the Employer, the Administrators of Whitesboro Central School, the Association, and the individual teachers of the District transcend considerations of "terms and conditions of employment". As a description and recognition of those relationships, the Board of Education and the Association adopted a Joint Code of Ethics developed jointly by the New York State School Boards Association and the New State Teachers' Association which is attached hereto as an appendix and the official interpretations of that Code. The Board of Education and the Professional Practices, Rights and Responsibilities Committee of the Association will consider all complaints and charges referred to it by the other. The provisions of this paragraph shall not, in any way, be subject to the grievance or arbitration procedures of this Agreement.
- 1:02 The Employer and the Association recognize that providing a quality education for the children of Whitesboro is their mutual aim and responsibility, that the quality of education is influenced by the quality and morale of the professional staff and that the members of the professional staff are particularly qualified to work with the Employer in drafting the procedures through which they can assist the Board of Education in formulation of policies and programs designed to maintain and improve educational standards.
- 1:03 This is the complete agreement between the parties. Changes may be made only through a written agreement executed by the Employer and the Association.
- 1:04 This Agreement supersedes any rules, regulations or practices of the School District insofar as they may be contrary to or inconsistent with its terms. Before the Board of Education adopts any actions which affects wages, hours or other conditions of employment which are not specifically covered by this Agreement, it will notify the Association in writing that it is considering such a change. The Association will have the right to consult with the Board or its designated representatives regarding such item provided that it file such a request with the Board within five (5) school days after the receipt of such notice. Any such action by the Board shall be subject to negotiations between the Employer and the Association in future collective negotiations. It is understood and agreed by the parties that past practice, for the purpose of interpretation of this paragraph, will be limited to those practices in effect during the life of the previous Collective Bargaining Agreement 2000-2003.

1:05 Noncoercion

- a. The Association agrees that neither the Association nor its members will intimidate or coerce any teacher in respect to his work or in respect to Association activities or membership or pursuance of grievance machinery provided herein.
- b. Employer agrees not to interfere, restrain or coerce, either directly or through its administrative staff, any teacher because of membership or lawful activity in the Association, nor will it by discrimination in respect to hiring, promotion, termination of employment, granting of tenure or any condition of employment attempt to discourage membership in the Association or pursuance of grievance machinery provided herein.

1:06 Administration Faculty Liaison

- a. The District and the Association agree to utilize Building Liaison Committees to encourage better rapport between the staff and Building Administrators.
- b. Organizational meetings, as required, will be held upon at least five (5) school days' notice on the part of either party between the Principal of each building and three (3) representatives of the Association, at least two (2) of whom shall be from the building involved. The purpose of such meetings shall be to discuss informally potential problems with the intent to work out solutions. Such solutions will not be inconsistent with the terms and conditions of the Collective Bargaining Agreement.

1:07 The Employer shall not come to any arrangement or agreement, either directly or indirectly, with any teacher or group of teachers because of their non-membership in, or other relationship with, the Association and shall otherwise respect the status of the Association as the exclusive representative of all teachers for the purposes of collective negotiation. No agreement or arrangements with any teacher shall provide less than this Agreement. Any arrangement more favorable to a teacher than the terms of this Agreement will be submitted to the Association. The Association must file a grievance within thirty (30) days or it shall be deemed that the Association has concurred with the arrangement.

1:08 Any provision or application of this Agreement which is found contrary to law shall not be deemed valid and subsisting except to the extent permitted by law and all other provisions or applications shall continue in full force and effect.

1:09 This Agreement shall be printed by the Employer and distributed to each teacher as soon after its execution as is practicable but not later than the beginning of the school year or within two (2) weeks after employment.

1:10 **Agreements Between Public Employers and Employee Organizations:**

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 2

Recognition - Dues Deduction - No Strike Pledge

2:01 **Recognition**

The Board of Education recognizes the Association as the exclusive representative of the employees in the Instructional Negotiating Unit for the purpose of negotiating collectively the terms and conditions of employment of the members of the Negotiating Unit, including the processing of grievances of such terms and conditions as set forth in this Agreement. The Instructional Negotiating Unit includes all professionally certified teaching personnel including teachers, guidance counselors, librarians, certified librarian aides, social workers, school nurse teachers, dental hygienists, speech therapists, psychologists, and teaching assistants.

2:02 **Dues Deduction**

- a. The employer shall deduct from the salaries of its teachers dues for the Association as the teachers individually authorize in writing on the form indicated below and shall promptly transmit such deductions to the Association.
- b. It is understood that the Association will notify the Assistant Superintendent for Business of the amount of the annual dues to be deducted prior to the opening of each school year.
- c. The dues deduction as authorized by the teacher shall be:
 - i. In equal payments numbering 21 or 26

d. Dues Deduction Form

PAYROLL DEDUCTION AUTHORIZATION

SOCIAL SECURITY NUMBER: _____

LAST NAME FIRST MIDDLE

DISTRICT NAME: _____

ASSOCIATION: _____

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature: _____ Date _____

2:03 No Strike Pledge

The Association affirms that it does not assert the right to strike against Whitesboro Central School District or any other government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

2:04 Definitions

- a. The term "teacher" in this Agreement includes each member of the unit described in 2:01 above.
- b. The term "employer" as used in this Agreement refers to the Whitesboro Central School District.

ARTICLE 3
Salaries

3:01 Salary Schedule

- a. Effective July 1, 2003, the starting salary (Step A) of the Bachelor schedule (BA) shall be \$30,448. The complete schedule is attached as Appendix A-1 and is made a part of this Agreement.
- b. Effective July 1, 2004, the starting salary (Step A) of the Bachelor schedule (BA) shall be \$30,948. The complete schedule is attached as Appendix A-2 and is made a part of this Agreement.
- c. Effective July 1, 2005 the starting salary (Step A) of the Bachelor schedule (BA) shall be \$31,448. The complete schedule is attached as Appendix A-3 and is made a part of this Agreement.
- d. Effective July 1, 2006 the starting salary (Step A) of the Bachelor schedule (BA) shall be \$31,998. The complete schedule is attached as Appendix A-4 and is made a part of this Agreement.
- e. Salary schedules and additional benefits for Teaching Assistants covering the school years of 2003-2004, 2004-2005, 2005-2006 and 2006-2007 are shown in Appendix B attached.

3:02 Each teacher shall receive a salary in accordance with the teacher's placement on the salary schedules which are attached as Appendices A-1, A-2, A-3 and A-4. All new members will be hired at a salary based on education, experience, military service (up to two (2) years) or other definite qualifications.

3:03 Teachers in special classifications shall receive pay for such special classifications in accordance with the schedule which is attached to the Agreement as Appendix C.

3:04 Teachers shall receive pay for extra duties in accordance with the schedules which are attached to this Agreement as Appendices D and E.

3:05 Teachers who serve as chaperons for students on trips which take place either on a non-school day or during non-school hours will be given remuneration at the regular substitute rate, provided they are not receiving extra-duty pay as the sponsor of the group and a minimum of four (4) hours is spent performing the duties.

3:06 Special Employment

Teachers working during the summer on curriculum work or in special assignments during the regular school year shall be paid at an hourly rate of \$21.00 effective 07/01/04,

\$22.00 effective 07/01/05 and \$23.00 effective 07/01/06.

Teachers may be required to work up to two additional professional development days, payable in accordance with this article. Days will be scheduled within one week of the last day of school or within one week prior to the arrival of students for the fall semester. Notification of these days will be by April 1. Scheduling outside of these guidelines will be done by mutual agreement.

ARTICLE 4

Leave of Absence

4:01 Sabbatical Leave (See Memorandum of Agreement - Sabbatical Moratorium/Teacher Center Funding)

- a. Application forms for Sabbatical Leave shall be obtained from the office of the Superintendent and must be filed in the office of the Superintendent in accordance with the following schedule:
 - (i) If the Sabbatical Leave is to start in September of the school year, the application must be filed no later than December 15 of the previous school year. Prior approval to be given by the Superintendent and final selection of candidates will be made by the Board of Education no later than the regular Board of Education meeting in February.
 - (ii) If the Sabbatical Leave is to start at the beginning of the second semester of the school year, the application must be filed no later than September 15. Prior approval to be given by the Superintendent and final selection of candidates will be made by the Board of Education no later than the regular Board of Education meeting in November.
- b. Selection of candidate shall be based upon the value of the Sabbatical Leave to the Whitesboro Central School District.
- c. All applicants must have had at least seven (7) years of teaching or counseling experience in the District and be permanently certified in the area of their current employment.
- d. A maximum of two (2) members of professional staff may be on sabbatical leave at one time.
- e. Salary Consideration
 - (i) Salary while on such leave shall be one-half (1/2) pay for one (1) year or full pay for one-half (1/2) year sabbatical leave.

- (ii) Salary shall be based on the compensation (base salary plus hours and degrees allotment) which would have been received had the recipient been normally employed in the system during the time of his leave.
 - (iii) Such salary shall, in no way, be affected by outside grants or scholarships.
- f. Time spent on sabbatical leave shall be counted the same as regular teaching time for the purpose of salary schedule, placement and advancement (Appendix A).
- g. Declaration of Intent

The recipient shall be required to sign a declaration of intent to serve on the Whitesboro staff for at least two (2) years following the Sabbatical Leave, and, in the event that he/she fails to fulfill this requirement, to refund the money received for the leave on a pro-rata basis provided that the reason for not completing the required two (2) years is not death or permanent disability.
- h. When granted a Sabbatical Leave, an employee may not, during its duration, undertake any endeavor that will interfere with the educational program outlined in his application.
- i. Selection Committee

In processing applications for Sabbatical Leaves, the Employer shall consider the recommendation of a committee consisting of the:

 - (i) Respective Department Chairperson
 - (ii) Respective Building Principal or Assistant Building Principal
 - (iii) Assistant Superintendent
 - (iv) President of the Association
 - (v) Administrative and Instructional Coordinator, Elementary Schools
- j. Final selection of candidates for Sabbatical Leave shall be made on the basis of those projects, studies, or other activities which best meet the needs of the District, if any. In the event that two or more applicants equally meet the requirements for the final Sabbatical Leave allowed under the limitations above, selection shall be based on seniority in the school system, or this being equal, total years of experience in education, the leave going to the candidate with the highest number of years.
- k. Unsuccessful candidates shall be notified in writing.

- l. Within two (2) weeks of return from Sabbatical Leave, the teacher shall file a report with the Superintendent of Schools outlining in detail the nature of the work undertaken and completed during the Sabbatical Leave as well as one copy of the project as completed (when appropriate).

Up to three (3) progress reports shall be submitted during the Sabbatical Leave, the number, format, and dates of such reports to be agreed upon prior to the commencement of the sabbatical.

- m. In the event a teacher becomes disabled due to illness or injury during a sabbatical leave, thereby preventing the teacher from successfully fulfilling the objective of the sabbatical, such disability shall be treated in the same manner as if the teacher were not on sabbatical leave.

4:02 Court and Jury Attendance

On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other court jury, an employee shall be granted a leave of absence with pay with no charge against leave credits for time actually required in court for such service or duty; provided, however, that this section shall not apply to any absence by an employee occasioned by such an appearance if he is a party in the case.

4:03 Sick Leave

- a. Creditation: Each year, the District will grant thirteen (13) sick leave days at the beginning of the year for each member of the bargaining unit. Sick leave days will be prorated for those who begin after the beginning of the school year.
- b. Accumulation: Effective July 1, 1992, teachers may accumulate sick leave days in an unlimited amount. Each teacher's accumulated sick leave days shall be computed at the end of each year and each teacher shall be advised of such accumulated sick leave credits prior to October 31 of each new school year.
- c. Procedure: An employee who is to be absent on sick leave shall notify his/her supervisor or designee at the earliest possible time in reference to the commencement of each absence. Unless extenuating circumstances prevent it, notification shall be provided at least one (1) hour prior to the time employees are required to report to their respective buildings.
- d. Absence charged against accumulated sick leave credits

Before absence for personal illness may be charged against accumulated sick leave credits, the Employer may require proof of illness, or may require the employee to be examined, at the expense of the Employer, by a physician designated by the Employer at any time(s) during the course of an illness. In addition unless unusual circumstances prevail, which warrant an exception, a

doctor's certificate will be required for any sick leave that continues for more than five (5) working days and, for protracted illness or disability, at the end of each thirty (30) days of absence.

e. Absences not chargeable to accumulated sick leave credits

In the event of failure to submit to a medical examination or to submit proof of illness upon request, or in the event that, after such proof is submitted, or after the report of a medical examination, the Employer finds that there is not satisfactory proof of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave, shall not be charged against accumulated sick leave credits and shall be without pay.

f. Medical Examination

Where, in the opinion of the Employer, conditions/circumstances warrant that an employee undergo a medical examination, such examination shall be at the expense of the Employer in order to establish that he/she is or is not disabled from the performance of his/her normal duties.

g. Reinstatement of Sick Leave Credits

When an employee is separated from service for other than disciplinary reasons and is subsequently reinstated or re-employed within one (1) year after such separation or is reinstated by action of the State Education Department, his sick leave, accumulated and unused at the time of the separation, shall be restored.

h. Association Cooperation

The Association will cooperate actively with the Board to encourage the proper use of sick leave.

i. Reimbursement of Sick Leave

In the event that an employee exceeds the number of sick leave days earned or accrued and said employee is not eligible for the sick leave bank, therefore incurring a loss of pay, the District agrees to reimburse the employee up to a maximum of five (5) days of the employee's rate of pay at the time of illness. After such employee has earned the necessary number of days as outlined in Article 4:03 (a), any days so reimbursed will be subtracted from the total days available to the employee during the school year subsequent to that in which the advance occurred. It shall be the responsibility of the employee to submit any necessary forms for such reimbursement.

j. Sick Leave Bank

(i) Eligibility:

All teachers are automatically covered in the sick leave bank unless a written request for a 4th personal day (conditional) in lieu of sick leave bank is submitted prior to Oct. 1 or 30 days after effective date of employment. Teachers opting out of the Sick Bank will be ineligible during the 1st year for which they donate a personal day for re-entry.

Employees who have perfect attendance in the previous year will be provided a 4th personal day (conditional).

To use the Bank, a teacher must have used all but five (5) sick days, have a long-term illness as certified by a practicing physician or be certified as having a long-term disability due to an accident. Teachers who have a permanent disability due to illness or accident will not qualify for use of the Bank. Normal pregnancy will not qualify for use of the Bank.

The number of days allowed for Sick Bank usage will be two (2) times the employee's total accumulation at the commencement of their long term qualified illness. The maximum allowable days for employees with three or more years of service is one hundred twenty days (120); for employees with less than three years of service the number of maximum allowable days is sixty (60).

Teachers hired after June 30, 2000 will not be allowed to use the Sick Bank during their first year of employment. Teachers hired during the school year will contribute 1 personal day (conditional) and be eligible the following September.

A teacher using the Sick Bank must withdraw immediately upon becoming ineligible according to the criteria set forth above, but in any event no later than one hundred twenty (120) days after entry into the Sick Bank.

In extenuating circumstances the Superintendent may grant additional days.

Teachers returning from sick leave bank who require re-entry are eligible for the difference between 60 days and days owed to the Bank.

(ii) Continuation of the Bank

Continuation of the Bank will occur according to the following:

It is agreed that the number of available days in the bank as of July 1, 2000 is 3848.5.

a. By each September during the contract each employee shall

contribute one (1) personal leave day.

- b. If the Sick Bank falls below five hundred (500) days and needs to be replenished during a particular year, the District will match employee personal leave contributions on a "1 day for 2 personal leave days" basis.

(iii) Pay Back

Individual teachers who use Sick Leave Bank days will be required to pay back one-half (1/2) of the days they used. The pay back shall be done in the following manner:

Any days, up to a maximum of five (5) unused at the end of the year in which the Sick Leave Bank was utilized, will be returned in total to the District as part of the pay back herein.

At the commencement of each school year following the year in which the Sick Bank was used, a teacher will pay back up to four (4) owed sick days. At the end of each respective year, a teacher will pay back one-half of his/her unused sick days for that year.

This process will be repeated until the required number of days are paid back.

If a teacher fails to return to work upon completion of their leave, or leaves the employment of the District prior to paying back the required number of days, the employee will be required to reimburse the District for salary received for one half (1/2) of the total number of Sick Bank days used.

4:04 Personal Leave

a. Definition:

Personal leave is leave with pay for personal business, including religious observance, attention to legal and financial affairs and other varied personal business which must be conducted during normal working hours.

b. Categories of Personal Leave:

(i) Unconditional Personal Leave:

Two (2) unconditional personal leave days will be granted annually to each teacher without loss of pay. Such days are to be used for purposes of personal business as defined in (a) Definition above. In applying for an unconditional personal leave day, the teacher is required to list "Personal Business" only as the reason for the request.

(ii) Conditional Personal Leave:

Two (2) conditional personal leave days will be granted annually to each teacher without loss of pay. Such days are to be used for personal business as defined in (a) Definition above. In applying for a conditional personal leave day, the teacher is required to state the reason for requesting the day under the general categories (not all inclusive) listed below under Examples for Personal Day.

- c. These days shall not be used on the workday preceding or following a vacation or holiday period, except with express approval of the Superintendent which may be granted after the fact.
- d. Notification:
The employee should give as much advance notice as possible (at least five (5) days in advance). However, it is realized that emergency situations do arise which do not allow for such advance notice. When requesting a personal leave day after the fact, a specific reason will be given.
- e. All unused personal leave days will be added to accumulated sick leave.

EXAMPLES OF PERSONAL DAY

Religious Observance

- 1. Day considered by church as non-working day.

Legal and Financial

- 1. Property closing
- 2. Estate settlement
- 3. Meeting with attorney
- 4. Appear in court as party in case

Varied Personal Business

1. Emergency at home
2. Family emergency
3. Attend graduation of children, spouse or own
4. Movers arriving with furniture
5. Conference at a college outside Utica area
6. Participate in wedding (other than own)
7. Vehicle accident or breakdown
8. Visit of close relative from long distance
9. Signing up for courses at college outside of Utica area
10. Community responsibility
11. Death of a friend
12. College interview with child

4:05 Illness or Death in Family

In addition to the personal illness of an employee, further absences resulting from illness or death in the employee's family may be charged against accumulated sick leave credits. However, charges against accumulated sick leave credits for such absence shall not exceed five (5) days in any one school year. Additional days, charged against sick leave, may be granted at the discretion of the Employer. The family is defined as current spouse, son, daughter, mother, father, grandmother, grandfather, grandchildren, brother, sister or in-laws.

4:06 Educational Conferences:

Attendance at Educational Conferences may be permitted depending upon budgetary limits and the recommendations of the Building Principal and the approval of the Superintendent. Within two weeks of return from such conference, any part of which is paid for by the District, the teacher shall file a report thereon, including a description and evaluation of the proceedings.

4:07 Child Care Leave:

- a. Child care leave will be granted upon initial application and no more than one (1) extension for a cumulative period of up to two (2) years to eligible employees. For purposes of this section, the term "Child Care Leave" shall be applicable to separate/individual children. Any instance of multiple births/adoptions will be defined as a separate/individual child care leave.
- b. A pregnant employee will notify the employer at least three (3) months prior to the commencement of the leave. The employee may use any available sick leave during the pregnancy disability period. Written confirmation as to the tentative dates of such disability period will be required from the employee's personal physician.
- c. Other requests for childcare leave will be forwarded to the employer at least three months prior to the leave unless circumstances require a shorter notification period.

- d. Requests for extension beyond two years' leave shall be at the discretion of the Employer.
- e. Unit members on pregnancy disability leave may return at the conclusion of that leave. Unit members returning from a child care leave longer than two (2) months, separate or in combination with a pregnancy disability leave, shall return at the commencement of a semester only. For childcare leaves of two (2) months or less, the return time shall be at the commencement of a quarterly grading period only. In circumstances involving childcare leaves, individual exceptions may be made where, in the Employer's sole judgment, such exception(s) will be deemed educationally sound.

4:08 Military Leave

Extended leave shall be granted to any teacher who is inducted or called to active service in any branch of the armed forces of the United States. Upon return from such leave he/she shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence for a period of up to three (3) years.

4:09 Deductions

- a. Deductions for absences not allowed under present policy will be made at the rate of 1/200th of the contract salary for the school year in which the absence occurred for each day's absence, or 1/400th for each half day.
- b. Deductions will be made for only those days on which school is in session for teachers. If school is in session for only half-day, this day shall count as a full day.

4:10 Unpaid Leave

Requests for unpaid leaves must be submitted to the Superintendent sixty (60) days in advance, if possible. These leaves will not be granted for the express purpose of participating in another job. Granting of these leaves will be contingent upon availability of appropriately certified substitutes.

4:11 Family and Medical Leave Act

The Family and Medical Leave Act of 1993 may provide additional rights and benefits to the employee. Employees are responsible for accessing information regarding these rights and benefits. Such information shall be posted in all buildings and additionally will be supplied upon request by the employer.

ARTICLE 5

General Conditions

5:01 Screening Committees

1. As determined by the Superintendent and Whitesboro Teachers' Association President, a bargaining unit member shall have the right to participate on committees formed by the District for the purpose of screening or interviewing candidates for teaching or administrative positions.
2. In conjunction with the building administrator/principal, teachers on middle school core teams shall have the right to make a recommendation to the Superintendent regarding the hiring of a new teacher to become a new member of their respective team.

5:02 Notice of Schedule

It is the intent of the Employer to give all teachers notification of their assignments for the following school year as early as is practicable before the end of the previous year but in no event later than June 15. It is understood and agreed that circumstances may arise following the date of notification, which necessitate the changing of the assignment. In the event such reassignment is necessary, the teacher or teachers involved will be notified in writing as soon as possible after such reassignments have been determined.

5:03 Travel Period

A teacher operating between the senior and/or middle school and/or elementary school shall have one (1) travel period on any day he must so operate. For purposes of this section, a period is defined as twenty-five (25) minutes.

5:04 Extra-Duty Assignments

Duties such as bulletin boards, corridor duty, trophy cases, etc., shall be distributed in a fair and equitable manner.

5:05 Supervision of Student Activities

Teachers should be asked to sponsor or supervise student activities only within the bounds of fairness, reasonableness and equity.

5:06 Telephone Facilities

- a. Insofar as is practicable, there will be provided in each school building one telephone for faculty use situated so as to provide a measure of privacy.

- b. All toll calls must be reported immediately to the Business Office on the form provided.

5:07 Parent Conference (Elementary Schools)

In those schools where teachers are required to hold conferences with parents, there shall be three (3) one-half (1/2) days set aside for the conferences each time such conferences are required. On each of these half-days school will be dismissed and the pupils sent home. The teacher shall be present in school during these half-days except that, if she/he schedules conferences later than the close of the normal school day with one-third or more of the parents, she/he shall not be required to be in attendance at school for the third half-day.

5:08 Class Size

- a. In determining the size of a specific class in grades K-6, consideration shall be given to placing physically handicapped pupils in smaller classes and overloads will be distributed as equally as possible.
- b. In all grades, it shall be the policy of the Employer to follow the recommendations of the State Department of Education insofar as it is practicable.

5:09 Pay Options and Pay Dates

- a. Teachers shall be paid their salaries in equal payments beginning with the first scheduled payday after Labor Day and every second Friday thereafter. Those teachers who wish to be paid 1/26 of their salaries must notify the Assistant Superintendent for Business by June 30th (subject to request for change up to August 15). If a scheduled payday falls during a school holiday, checks will be issued on the last day before the holiday whenever possible. If not possible, checks may be picked up or will be mailed at the option of the teacher.
- b. Substitute and Continuing Education teachers will be placed on the same payroll as teachers. Each paycheck, however, will be for the preceding pay period.
- c. A teacher who starts work after the start of a payroll period must complete a full payroll period before receiving his/her first paycheck. The first check, however, will bring him/her up-to-date on the payroll.

5:10 Promotions

- a. When vacancies or new positions occur, which would be considered promotions for members of the present staff, written notification of such vacancies and new positions will be submitted to the President of the Association and will be posted by the Employer in all the schools within the School District with a general list of qualifications and a general job description.

- b. It is understood that, in addition to the procedure outlined above, the Employer shall have the right to recruit candidates not members of the staff of the School District.
- c. In cases of equal qualifications, preference shall be given to the candidate from within the District and on the basis of seniority in the District.
- d. Final selection of the individual to fill such vacancy or new position will be made by the Employer and the matter of selection will not be subject to the Grievance Procedure.
- e. Unsuccessful candidates will be notified in writing.

5:11 Assignment Changes

- a. Extra-Duty Assignments - Extra-Duty Assignments will be made on an annual basis. Notification of appointment will be made no later than June 30 where possible. No resignation submitted less than thirty (30) days prior to the commencement of an extra duty assignment need be accepted by the district, unless extenuating circumstances can be demonstrated.
- b. Summer employment - Teachers will be notified of project appointments and other summer employment assignments as early as possible but no later than June 15th. Such notification is contingent on budget approval and Board of Education approval.
- c. In case of a budget defeat, causing budget reductions, notification of assignment change as outlined above will not be subject to the Grievance Procedure.

5:12 Faculty Meetings

After-school meetings (faculty, department, grade level, team) should be limited to a maximum of two (2) per week. In no case should any such meeting extend beyond one (1) hour after the normal dismissal time. One (1) day of the week shall be designated as the primary meeting day and no meeting shall be scheduled for another day of the week unless the primary day is already substantially scheduled.

5:13 Planning Period - Elementary Schools

The Employer agrees that planning time will be made available by means of scheduling of special teachers within the availability of existing staff.

5:14 Exchange of Information

The Employer and the Association agree to furnish each other or provide access to, such information as is required for the negotiations and/or the administration of this or any

successor Agreement upon written request of the party requiring such data. It is understood that the information requested will be provided within a reasonable length of time.

5:15 Definition of Eleven-Month Employee

In the event a teacher is required to work an eleven (11) month schedule, such month will consist of twenty (20) working days between July 1st and August 31st, the specific dates to be agreed upon between the teacher and his/her supervisor. Remuneration will be determined on the basis of $1/200\text{th} \times \text{salary} \times 20$.

5:16 Calendar

An in-district committee shall meet to discuss calendar proposals. Such a committee shall include representation from the WTA provided that a request is forwarded to the Superintendent of Schools prior to February 1st of a given school year.

5:17 Supervisory Duties

1. Assignment of Lunch and Playground Supervisory Duties

- A. The District shall maintain the ability to assign elementary teachers to perform cafeteria/recess duty. The maximum number of teachers assigned to such duty shall be twelve, to be equally distributed among the four elementary schools. Assignments shall be made only in the event that less than twelve teacher volunteers are available for this duty.
- B. The maximum assignment time for each elementary teacher with assigned duty shall be 55 minutes per day. A teacher performing cafeteria/recess duty will have a duty-free lunch and a planning period, during the student day as currently applied. The length of the planning period referred to in this provision will be the same as the teacher would have had before the cafeteria/recess duty was assumed.
- C. The District's ability to mandate teachers under this provision shall expire on 06/30/06, at which time such duty shall be strictly voluntary. High school and middle school teachers shall continue to perform such duty on a strictly volunteer basis. All such teachers shall be entitled to a duty free lunch and normal plan times.
- D. Certain teachers are exempt from mandatory assignment to cafeteria/recess

duty: Pupil services personnel, traveling teachers, part-time teachers, untenured teachers and BOCES employees.

- E.
 1. The WTA will support the creation of and staffing by a teacher serving in a teacher on special assignment. This teacher will be exempt from the twelve teacher maximum and may have responsibilities related to cafeteria/recess time programs, including supervision, excluding teacher evaluations.
 2. The teacher on special assignment will be a teacher who aspires to school administration, needs an internship experience, or has completed an internship in administration as a career path.
- F. The current stipends shall be increased by the same percentage as the salary increase during each year of the contract.

2. STIPENDS:

	Breakfast	Elementary	Middle School/High School
2003-04	*470	*1,410	*1,200
2004-05	490	1,470	1,250
2005-06	510	1,530	1,300
2006-07	530	1,600	1,360

*Only those who were paid for duty during 2003-04 will be paid the retroactive increase.

3. Elementary School

The most senior volunteers will be given first consideration, schedule permitting. When possible, schedule modification will be made to accommodate teachers and teacher assistants who volunteer for or are assigned to this supervisory duty. Teachers and teacher assistants who wish to opt for these paid duties must do so prior to April 1 of the preceding school year. Schedule changes, however, may not interfere with the instructional program. Preference will be afforded to those staff members who have previously performed this duty. Up through June 30, 2006, if the District is unable to fill all openings with volunteers, the District will assign available teachers on the basis of inverse seniority. However, no mandatory assignment shall continue beyond one school year. Such an assignment will be in lieu of an unpaid supervisory duty.

4. High School and Middle School

In schools with nine (9) period schedules, teachers will be given (1-1/2) planning periods where possible. Teachers will be required to supervise students in cafeteria and/or study halls up to an equivalent of (1-1/2) periods per day, or up to

two (2) periods per day as **described on page 47**, "Normal Teaching Load for Secondary Classroom Teachers (including 6th grade) on a 9-period schedule." These duties shall be distributed in a fair and equitable manner. Traveling teachers and teachers with six (6) classes shall have two (2) planning periods.

5:18 Posting of Positions (Permanent or Temporary)

The posting of positions, or non-posting of positions, shall be at the sole discretion of the Superintendent of Schools after consultation with the President of the Whitesboro Teachers Association. It is understood that the Superintendent may, in making postings, specify specific categories of employees who may be eligible to apply.

However, voluntary exchange of assignments by teachers may be allowed by the Superintendent after consultation with the Building Principal(s) and the President of the Association.

5:19 Court Appearances by Staff Members

The Administration will use its best efforts to notify individual staff members, as far in advance as reasonable practicable, of the need or requirement for the staff member's court appearance(s) and/or the production of the staff member's records in court proceedings (such as PINS matters) which are initiated by the District and concern evidence relative to student performance and/or student disciplinary matters.

5:20 Teacher Work Day

The teacher day shall be a seven (7) hour consecutive period of time. Additionally, teachers are expected to attend faculty and other meetings, provide extra help for students and meet with parents/guardians on an as necessary basis.

Teachers who find it necessary to leave during the scheduled seven (7) hour day must receive approval from the building principal or his/her designee. Such permission shall not be unreasonably denied.

Teachers shall not leave school prior to the scheduled departure of buses without administrative approval.

The WTA and the District will establish a flexible work day pilot program at one or more of the schools, as agreed to by both parties.

5:21 Substitute Coverage by Teaching Personnel/Emergency Basis Only

In the event it becomes necessary to obtain substitutes for absent teachers, the building principal or his designated representative shall make every reasonable effort to obtain such substitute teachers. When substitutes are not available and other teachers are used for this purpose, such assignments shall be distributed on a fair and equitable basis. On

the secondary level where variation in a teacher's daily schedule may occur, such assignments should not be given on days of heaviest scheduling. Teachers who are responsible for cadet or student teachers should not be given covering duties during any period when the cadet or student is teaching. If, after the building principal or his designee, having made every reasonable effort to obtain a substitute teacher, finds that such is not possible, and under such conditions must assign one or more of the teachers in the building to cover a class (es) on an emergency basis, such will be subject to the following:

- a. Coverage by teachers will be on an emergency basis only and assigned by the building principal or designee.
- b. This situation will not apply to coverage where a teacher must perform an unexpected errand or duty and requests assistance from a colleague, only in instances where teacher coverage is required due to absenteeism and a sub cannot be hired.
- c. A pool of volunteer teachers will be established and such teachers must accept a class assignment, even on short notice.
- d. Teachers assigned such emergency coverage will be provided one-fifth (1/5) of the daily rate for certified substitutes per class. Study halls will not be compensated and will be handled/covered differently.
- e. Teachers may be asked to cover a class a maximum of one each day and, in normal situations, such coverage should not exceed twice per week. (This is to safeguard the teachers' planning time which is also required by contract.)
- f. Principals or designees will make every attempt to assign volunteers, however, in special emergency situations; they may request any faculty member to cover for the compensation referenced above.

5:22 Certification Language

The district will reimburse non-certified employees fees required for permanent certification, limited to license fees, test fees, video fees and fingerprinting. The one time reimbursement (maximum of \$500) requires original receipts of payment and occurs only after the appointment of tenure.

ARTICLE 6

Observation and Evaluation

6:01 Tenured

The Employer and the Association agree that it shall be a matter of policy that at least once each school year a classroom observation shall be made by the appropriate building principal or a designated subordinate, or, in the case of non-teaching personnel, another method of observation that is deemed proper. A personal follow-up conference may be initiated by either the principal or the staff member involved. Subsequent to such observation/follow-up conference, a written observation-evaluation report will be submitted to the teacher.

6:02 Non-Tenured

Recognizing further that it is of vital importance that new staff members be fully integrated into the system as effectively as possible and that staff members with problems in the performance of their duties receive immediate help for the sake of those with whom they deal as well as their own, the Employer and the Association agree that it shall be a matter of policy that all non-tenured members of the professional staff will be granted annually a minimum of three (3) personal conferences with their appropriate superiors each following a classroom observation-evaluation by the building principal or a designated subordinate in the case of a classroom teacher or other investigative means as shall be deemed appropriate in the case of non-teaching personnel. Subsequent to such observation/follow-up interview, a written observation-evaluation report will be submitted to the teacher.

6:03 General Conditions

- a. A failure to conduct the required number of classroom observation or interviews or any other irregularity in following these procedures will not, of themselves, be a basis for an objection to any actions based on such evaluations.
- b. Teachers will be made aware, in writing, of any material of a detrimental nature being added to their personnel file whether as a result of the above observations or from other sources provided, however, they shall not be made aware or have any access to any material which is confidential by law or practice such as recommendations for employment received from persons outside the District, including college transcripts.

6:04 Evaluation of Other Job Categories

Recognizing that the formal evaluation of staff members in all job categories to which they are appointed is desirable and necessary, it is understood that such formal evaluation will occur on an annual basis. Such evaluations shall be reduced to writing and the written report will be submitted to the staff members. Staff members have the right to respond in writing to any formal evaluation and such response shall become a part of the employee's personnel record.

ARTICLE 7

Assault on Teachers

- 7:01 In the event of an assault on a teacher during the course of employment, the following shall prevail:
- a. Teachers will immediately report all such cases, orally and in writing, to their respective building principal, who in turn will inform the assistant superintendent.
 - b. The Employer will comply with any reasonable request from the teacher for information in his/her possession relating to the incident, or the persons involved, and will act in appropriate ways as a liaison between the teacher, law enforcement agencies, and the courts.
 - c. The District will provide legal services and/or pay fees and expenses for such services in instances in which civil and/or criminal action is brought against a teacher as a result of disciplinary action taken by the teacher against a pupil in the discharge of his/her duties and within the scope of his/her employment.

ARTICLE 8

Transfers

- 8:01 In the event the District determines that transfer of teachers to another building is necessary; the following procedure will be followed:
- a. Excepting emergency situations, the District must determine that a transfer is necessary prior to May 1st.
 - b. The District will post the vacancy on an appropriate bulletin board in each school building. Within ten (10) working days, teachers may request voluntary transfer to the vacant position. Any such transfer therein will be governed by qualifications and seniority.
 - c. If vacancies still exist, involuntary transfer shall be made in inverse order of seniority, considering qualifications.
 - d. Seniority is defined as the length of service in the District.
 - e. The above procedure shall not apply to those teachers in a building that is being closed. The District shall notify all teachers so affected and each teacher may discuss with the District, upon request, the resultant transfer.

- f. If, under the circumstances where a teacher would have remained in the same building, had he/she not gone on leave of absence, the following shall apply:
 - 1. Such teacher, returning from leave of absence of any type, will return to the building from which he/she left, where possible.
 - 2. In the event of simultaneous or consecutive leaves, the District may, at its sole discretion, assign the returning teacher in such a manner as to effect teacher change(s) for the fewest number of students for the balance of such school year.
 - 3. The assignment shall be in an area in which such teacher is experienced unless otherwise agreed between the Superintendent and the unit member.
- g. In no case shall a transfer be allowed that would interfere with the mission of the District.
- h. In procedures involving judgment, the Superintendent shall make the final decision.

8:02 In the event of an in-building transfer, the Superintendent or designee will review the transfer if petitioned by the transferred teacher, or teacher who applied for the transfer.

8:03 Transfer from one grade level to another will be made only after the teacher has been informed and only necessity should cause an administrator to require such a transfer over a teacher's protest.

8:04 A teacher hired before August 1, 1975, who fails to meet the requirements for the granting of tenure in a new position will be given the right to return to his former tenure area upon the first opening therein.

A teacher hired on or after August 1, 1975, who fails to meet the requirements for the granting of tenure in a new position, will be given the right to return to his former position without loss of tenure therein in accordance with Part 30 of the Commissioner's Regulations.

8:05 Transfers

A. An employee transferred at his/her own request from one tenure area to another will start a new probationary period in the new tenure area.

B. No Child Left Behind Act

The parties agree to open negotiations for the sole purpose of discussing transfer language. This clause may be activated should any of the District's schools fail to meet the NCLB standard of adequate yearly progress.

ARTICLE 9

Termination of Employment

- 9:01 In the case of termination of employment of a member of the professional staff initiated by the Employer to be effective at the end of the school year, through non-renewal of employment by Employer, the Employer shall give notification of such termination before April 15th of each year. In the event of termination of employment through abolition of a position, the Employer will give notification to the member of the professional staff as soon as the need to abolish the position is evident and as soon as the Board of Education has approved such reduction in positions.
- 9:02 A member of the professional staff who intends to resign at the end of the school year shall advise the Employer by April 15th, or as soon thereafter as he knows he is going to resign.
- 9:03 In the case of resignation, termination of employment shall not be mandated by the Employer prior to the date within the school year specified in the letter of resignation, unless it can be shown to be seriously detrimental to the orderly education process. In the latter case, justification will be submitted to the President of the Association by the Employer.

ARTICLE 10

Use of Buildings by the Association

- 10:01 The Association may use buildings and facilities of the Whitesboro Central Schools without cost for professional activities provided such use occurs at a reasonable time and does not conflict with scheduled school activities. A Building Request Form shall be submitted to the principal of the building involved by Friday preceding the week of the desired activity. Forms are available in the Main Office of each school.
- 10:02 If the use of the school building by the Association necessitates the scheduling of extra custodial help; the Association agrees to reimburse the School District for such custodial help.

ARTICLE 11

Grievance Procedure

11:01 Purpose

It is the policy of the Employer and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Both parties recognize, however, that the procedure must be available without any fear of discrimination or coercion because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance.

11:02 Definitions

- a. A grievance is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- b. A teacher is any person in the Bargaining Unit covered by this Agreement.
- c. An aggrieved party is a teacher or group of teachers who submit a grievance or on whose behalf it is submitted by the Association.

11:03 Conditions of grievance submission

- a. A teacher or group of teachers may submit grievances which affect only the school in which they teach and shall submit such grievances to the building principal through a representative of the Association.
- b. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to Stage 2 of the Grievance Procedure.

11:04 Time Limits

- a. It is in the interest of good employee relations that grievances be processed as rapidly as possible. It is to this end, therefore, that time limits have been established for each stage of the grievance procedure, which time limits may only be extended by mutual agreement.
- b. It is agreed by the parties that, in the event the Employer's representative fails to answer a grievance within the time limit specified in the particular stage, such grievance shall be subject to appeal by the Association to the next higher stage of the grievance procedure.
- c. It is further agreed by the parties that no grievance shall be valid unless appealed within the time limits established in each stage of the grievance procedure. Failure to appeal any grievance within these limits will cause the grievance to be settled on the basis of the last written answer unless the time limits are extended,

in individual cases, by mutual agreement of the parties.

- d. A grievance shall be deemed waived unless it is submitted within sixty (60) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

11:05 Procedure

- a. Stage 1: Any teacher having a grievance or any one (1) designated member of a group having a grievance shall, in each instance, discuss his/her complaint informally with the building principal. The teacher shall have the right to be represented by the Association during the discussion of the grievance.

If the grievance is not resolved in the informal stage, the teacher or the Association shall present within fifteen (15) calendar days a signed, written grievance to the building principal. The written grievance shall identify the provision of the Agreement involved in the issue, the time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, a general statement of the grievance and redress sought by the aggrieved party.

The building principal shall submit a written answer to the aggrieved within one (1) calendar week after receipt. If the answer is acceptable, the teacher or the Association representative shall sign the acceptance. If the answer is unacceptable or if a written response is not forthcoming within the time limits, the aggrieved party may, within one (1) week, appeal the grievance to Stage 2.

- b. Stage 2: In the event the grievance is not resolved in Stage 1, above, it may be presented to the Superintendent or his delegated representative. The Superintendent or his delegated representative shall meet with the representatives of the Association within two (2) calendar weeks after receipt of appeal and shall render a written decision within one (1) calendar week of such meeting.
- c. Any grievance falling under the scope of this Agreement which is not settled in Stage 2 of the Grievance Procedure herein may be submitted by the Association to an impartial arbitrator in accordance with the terms of these provisions. Notice of intent to appeal any such grievances to the arbitrator shall be filed in writing with the other party within twenty-one (21) days after the final decision has been given by the Superintendent in writing.

11:06 Arbitration

- a. In the event of the appeal of a grievance to arbitration, the party or parties shall request the American Arbitration Association (Syracuse Regional Office) to submit the names of seven (7) proposed arbitrators. The arbitrator shall be chosen by the parties alternately striking a name from the list. The order of striking

names shall be determined by lot.

- b. The Arbitrator shall have no power to add to, or subtract from or modify any of this Agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement.
- c. The Arbitrator shall render his decision within thirty (30) calendar days after the closing of the Arbitration proceedings. The award shall be signed by the Arbitrator and two (2) copies of the award shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the hearing if mutually agreeable to the parties.
- d. There shall be no appeal from the Arbitrator's decision which will be final and binding on the Association and its members, the teacher or teachers involved, and the Superintendent.
- e. The cost for the services of the Arbitrator, including fees and expenses, if any, shall be borne equally by the Employer and the Association. The cost of any additional services required by either party shall be borne by the party requesting such additional services.

11:07 Miscellaneous

- a. All papers dealing with the processing of a grievance shall be filed separately from the personnel files. Such files shall be maintained by the Superintendent or his representative and shall be available for inspection and copying by an aggrieved party and the Association.
- b. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner impair or limit the right of any teacher to pursue any other remedy available in any other form.

ARTICLE 12

Negotiating Procedures

- 12:01 No later than the January 15 prior to the termination of the existing Agreement, the Association shall submit to the Employer its written proposals for a new Agreement.
- 12:02 The Employer and the Association shall each designate a Negotiating Team which shall consist of such persons as it deems appropriate.
- 12:03 Collective negotiations between the Employer and the Association shall be conducted

only by the designated teams.

- 12:04 The time, length, place and agenda for each negotiating session shall be determined at the previous session. Details relating to the initial session and any changes desired by either Team after the close of a session shall be settled by mutual consent.
- 12:05 If the Chairpersons are unable to agree on the need for a negotiating session or are otherwise unable to schedule a session, the Negotiating Teams shall meet within ten (10) days after delivery of a written request from one Chairperson to the other. Such request shall include a statement of the subject matter of the session.
- 12:06 The Employer and the Association recognize that all of their proposals must be submitted before meaningful collective negotiations can take place. A cut-off date for the submission of proposals (as soon after January 15 as practicable) shall be set by agreement of the Teams.
- 12:07 In the course of negotiations, the team shall compile written statements of agreements (including partial and tentative agreements and items of stalemate) carefully worded to express the exact points of dispute. Sixty (60) days prior to the Annual Meeting of the Board of Education such statements shall be completed to cover all of the subject matter of the collective negotiations. The written statements compiled under this paragraph shall be the only official minutes of the negotiating sessions.
- 12:08 No pronouncements shall be made to the press or any other news media regarding the specific content of negotiating sessions by the Employer, the Association or any member of the negotiating team prior to the determination of the New State Public Employment Relations Board or the mutual determination of the parties that an impasse exists.
- 12:09 At any time during collective negotiations the teams may mutually determine that an impasse exists and proceed to designate a mediator and adopt such other and additional impasse procedures they may mutually deem desirable. However, this possibility of a mutually adopted impasse procedure is intended as no limitation on the right of the Employer or the Association to request the New York State Public Employment Relations Board to render assistance as provided in Section 209 of the Taylor Act.

ARTICLE 13

Deduction Procedure

13:01 Retirement

- a. Membership in the State Teachers' Retirement System shall be in accordance with statute.
- b. Sick Leave Pay-Out at Retirement

Any teacher who retires under the New York State Teachers' Retirement Plan, and who has a minimum of fifteen (15) years' continuous service in the District, shall be entitled to a sick leave pay-out in the amount of thirteen dollars (\$13.00) each day for the first 113 accumulated sick days; twenty-seven dollars (\$27) each day for accumulated days above 113, but not exceeding 226 and forty dollars (\$40) each day for all accumulated sick days above 226. Effective 7/1/03 modify dollar amounts to reflect (\$14/\$28/\$41) and effective 7/1/05 modify said amounts to reflect (\$14/\$29/\$42).

A teacher who plans to retire and receive the sick leave pay-out must notify the Superintendent, in writing, of such intent one hundred twenty (120) days prior to the effective day of retirement. Such notice may be waived by the Superintendent in the event of unforeseen circumstances such as illness.

c. Substitute Rate for Retirees:

Teachers, retired from the Whitesboro Central School District, and serving as per diem substitutes in the district, will receive the current substitute teacher per diem rate plus ten dollars (\$10).

d. Disability Retirement:

Any teacher who is approved for and receives a Disability Retirement from the New York State Teachers' Retirement System shall have his/her Health Insurance premiums paid by the district at the same percentage rate as received by active participating bargaining unit members up to their birth date at which they would have first been eligible to receive a regular retirees stipend under the New York State Teachers' Retirement System. From that birth date and beyond the District would contribute the same monthly Health Insurance premium payment as is provided for other regular retirees.

13:02 Social Security

Social Security membership is compulsory. Each teacher must furnish a Social Security number and state if he wishes to have deductions for Social Security taken from his contribution to the Retirement System or as an additional deduction.

13:03 Health and Dental Insurance

- a. All employees may elect to join the mutually agreed upon District's Health Insurance Plan (Excellus P.P.O.). Benefits and appropriate deductions, in accordance with the Plan, are contained in booklets which will be distributed to new employees together with application forms, at the beginning of each school year.
- b. The Employer's contribution to the Health Insurance Program will be 80% for individual coverage and 80% for dependent coverage. The Employers

contribution to the premium of an alternate Health Insurance plan shall be limited to the dollar amount calculated by multiplying the negotiated percentage of the Employer contribution by the current premium of the mutually agreed upon traditional plan.

- c. The District will pay 65% of the individual premium and 45% of the family premium for all eligible employees who retire after May 1, 1999. During retirement, teachers with 20 or more years of service in the Whitesboro District who discontinued health insurance coverage at their retirement may re-enroll, change carriers and/or coverage upon a change in status or if there has been no change in status at the discretion of the district. Excepting a change in status, re-enrollment is subject to the established open enrollment periods and insurability by carrier. The district's percentage payment will be that which was in existence at the enrollee's retirement date.

- d. Enrollment

As long as it is legally mandated for the employing agency (Whitesboro Central School District) to reimburse enrollees in the State Health Plan, an amount equal to the charge for insuring themselves and/or their dependents under the Medicare program, enrollees in the Whitesboro Insurance Plan Excellus P.P.O. will also be reimbursed these amounts respectively.

- e. Term Substitutes hired for a presently encumbered position for a period of one academic year or more shall be eligible for full health insurance benefits as described in Article 13:03, sub-paragraphs a and b.

- f. Dental Insurance

The District will pay the cost of individual dental coverage up to \$175.00 and family coverage up to \$300.00.

- g. Co-pay

The co-pay amount for office visits shall be ten dollars (\$10.00). Prescription co-pay amounts shall be: three dollars (\$3.00) for generic drugs; eight dollars (\$8.00) for brand name drugs; zero dollars (\$0.00) for mail order generic drugs.

13:04 Health Insurance Buy Back

- 1. A presently covered teacher in the health plan who decides to decrease health insurance coverage or waive coverage will be reimbursed as outlined below.

- A. For teachers hired prior to 10/1/90:

Buyback will be calculated on 40% of the savings realized by the actual change in insurance coverage; family to none, family to individual, individual to none.

B. For teachers hired between 10/1/90 and 6/30/2000:

The 40% buyback will be limited to the savings calculated on individual to zero for those employees who totally decline coverage. There will be no buyback for family to individual reduction.

C. For teachers hired after 6/30/2000:

1. Effective the fiscal year commencing July 1, 2004, a health insurance "opt-out" payment will be available to employees whose employment with the District began after July 1, 2000 and are otherwise eligible for participation in the health plan with contributions by the employer. Any individual electing to "opt-out" must provide proof of alternative insurance coverage through another source.

Eligible employees must elect the "opt-out" no later than January 15th preceding the fiscal year (July 1st to June 30th) in which the "opt-out" will be effective (unless a qualifying event, as defined by the IRS section 125 plan, occurs that allows the employee to "opt-out" at any time during the plan year). Such election to opt out must be made in writing by completing the Whitesboro Central School District form accompanied by proof of alternative health coverage. For the initial year only (2004-2005) such election must be made between June 15 and October 15, 2004, in such year the "opt-out" amount specified below shall be prorated to reflect the period of time between the July 1 and June 30 period that insurance is waived.

3. New employees who become employed after the election dates specified above may elect the option at any time up to the time of the next election window and receive a prorated "opt-out" amount based upon the length of time employed in the fiscal year of the "opt-out."
4. In the event that an employee loses his/her alternative health insurance coverage due to a qualifying event (as defined by the IRS Section 125 Plans) he/she shall be able to re-enter the health plan in accordance with the rules and regulations of the plan. Any employee who re-enters the plan shall only be entitled to the prorated amount of the "opt-out" amount.
5. The "opt-out" amount shall be \$750.00 individual and \$1,500.00 for family.
6. "Opt-out" amounts shall be paid by separate check (minus any pro-rata) at the conclusion of the school year.

2. No teacher currently receiving the buyout may upgrade their option.

13:05 Credit Union

A teacher may elect a payroll deduction for the First Source Credit Union. The amount of such deduction shall be forwarded to the Assistant Superintendent for Business of the School District at least ten (10) calendar days prior to the payday on which the teacher desires the first deduction to be made.

13:06 Tax-Sheltered Annuity Programs

- a. The Employer agrees to the principle of deduction from a teacher's salary for tax-sheltered annuity programs. Applications must be submitted to the Assistant Superintendent for Business. The Association agrees that no interviews will be conducted during school hours.
- b. It is understood and agreed that a teacher may make one (1) change in the amount to be deducted during the school year. If such a change is desired, the teacher must advise the Assistant Superintendent for Business in writing ten (10) calendar days prior to the payday when such change is to be effective. If subsequent to the ten (10) calendar days mentioned immediately above, such change shall be effective as of the following payday.
- c. In the event that a teacher wishes to cancel such deduction, the cancellation must be authorized in writing ten (10) calendar days prior to the payday when such cancellation is to be effective. Such cancellation shall be effective as of the following payday.

13:07 IRS Section 125 Plan

- a. The Employer agrees to the principle of deduction from a teacher's salary for participation in an IRS Section 125 Plan. The District will provide this plan at no cost to teachers.
- b. Each employee may elect to participate in the 125 plan. After initial entry into the program, participation will be automatic and unchanged unless the employee opts to stop or change. In either case, the change will be in writing.
- c. The plan has three parts; an employee may choose any, all or none of the parts.

PART A Deduction of premium payments for Health and Welfare Insurance.

Choice of Part A will permit the District to deduct premium payments made by the employee from total salaries reported to the IRS.

This option may be initially chosen when a person begins employment.

PART B Deduction of employee responsible health care expenses. The details of Part B shall be set forth in the Plan Document. It is understood that the Plan Document will, among other things, set a ceiling of deductions under this part and that unused deductions at the end of the year will revert back to participants in their groups.

PART C Deduction for Dependent Day Care.

Choice of Part C will permit the District to deduct up to \$5,000 in dependent day care costs. The employee will choose the annual amount effective September 1. Money not used at the end of the year will be lost to the employee unless a change in status necessitated the cessation of dependent day care payments to the provider. Such change in status must conform with IRS regulations and be presented to the District in writing.

13:08 NYSUT BENEFIT TRUST

The employer agrees to the principle of deduction from a teacher's salary for teacher's participation in NYSUT Benefit Trust. The District shall not be responsible in any way for these funds once they are sent to the NYSUT Benefit Trust.

ARTICLE 14

In-Service Training and Credit

- 14:01** In furtherance of the desire to encourage professional growth, the parties agree that credit for in-service training may be granted, for salary purpose, in accordance with procedures stated in "Guidelines for the Functioning of the In-Service Education Committee."
- 14:02** When it becomes necessary to review or revise the In-service Training and Credit Committee guidelines, a committee consisting of six (6) members, three (3) appointed by each of the parties, shall be designated by the respective parties.

ARTICLE 15

Academic Freedom

15:01 Academic Freedom

Academic freedom is essential to the fulfillment of the purposes of the school system, and it is acknowledged that there is a fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their classroom functions.

The nature of American democracy demands that citizens be allowed exposure to all sides of an issue, have the right to sort out facts, and arrive at independent conclusions.

The Board of Education recognizes its obligation to provide pupils of sufficient maturational level an opportunity to explore various sides of controversial issues. This exploration should take place both inside and outside the classroom in the full tradition of freedom of scholarship. While the Board of Education recognizes the rights of students to study various sides of controversial issues, it should be recognized that students may arrive at opinions that do not necessarily represent the point of view of the faculty or the District.

The Whitesboro Central School District will make every effort to maintain an atmosphere of academic freedom in the schools.

Teachers are entitled to rights of citizenship. Religious, social or political activities outside of school, or lack thereof, will not be used as grounds for discipline or discrimination with respect to the employment of such teacher by the District.

15:02 Policies and Procedures for Handling Controversial Issues

When a teacher proposes to deal with a topic which may be controversial and/or contemplate such a speaker(s), he or she should inform the building principal two weeks in advance of the event if possible.

If the teacher and/or the building principal would like the issue put to further review he or she (they) may file a controversial issue form with the building committee on controversial issues.

If the teacher and building principal disagree on the handling of the issue, the teacher may file a form with the Chairman of the building committee on controversial issues. This committee will function as outlined in Steps 2-5 under "Procedures for meeting objections to controversial issues or proposed activities," outlined in the following Section (15:03).

With respect to classroom activities, it is the responsibility of the total building staff (administrative and teaching) to consider issues in terms of the following guidelines.

1. Decide which aspects of controversial topics are appropriate to the level of maturity and range of competence of the students they teach.
2. Decide in which areas of the curriculum these topics should best be studied.
3. Present opposing points of view as objectively as possible, and provide for expression of same by others involved.
4. Keep in mind that the classroom is a forum and not a committee for producing resolutions or dogmatic pronouncements. The class should feel no responsibility for reaching an agreement.
5. Make use of appropriate sources as needed to present these viewpoints, including

speakers, films, periodicals, and books.

6. Be sure that all discussions and presentations will be conducted within the bounds of good judgment and in a professional manner. Libel, slander, disruption or advocating violation of law is not considered legitimate means of implementing the intent of this policy.
7. Activities will be restricted if they infringe upon the rights of others, endanger health and safety in the school or community or disrupt the educational process.

15:03 Procedures for Meeting Objections to Controversial Issues of Proposed Activities

Upon the receipt of a significant objection, the building principal shall inform the teacher of the complaint and that the activity will be suspended until the procedure outlined below has been effectuated.

1. The teacher or building principal will, when confronted by an objection to a teaching procedure, activity, or controversial material, arrange for an informal meeting to discuss the point. The following individuals will be present: the teacher involved, the building principal, and the individual or one or two representatives of a group registering the objection.
2. Individuals or groups registering a complaint should submit their objection on the proper form to the building committee chairperson with copies to the principal and to the faculty member involved.
3. The teacher representative of the group responsible for the activity under review has the right to be present during all phases of the committee discussion and deliberation but his voting privilege will be denied.
4. Within one week after the filing of an objection, the committee shall determine, by majority vote of those present, whether the point in question should be upheld or denied and prepare a written report. The building principal shall attach to this report a statement of his agreement or disagreement with the committee's report and forward same to the Superintendent within three (3) school days. Should the Superintendent disapprove of this decision, a written statement of his/her reasons will be furnished to the committee and the teacher involved within three (3) school days.
5. Only after the above procedure has been exhausted may a person or group request that the Board of Education hear the case. The Board of Education may, before this hearing, appoint a committee of its own choosing to present a report at the time of the hearing. A decision by the Board will be deemed as final and binding.

15:04 Composition of Building Committee on Controversial Issues

At the beginning of each school year, a committee shall be established in each school to

review and make recommendations for objections pertaining to the school.

Within each elementary school the committee shall be composed of the building principal and four (4) teachers to be elected by the building faculty. If students are to be involved in a specific instance on the elementary level, it should be at the discretion of the committee, and any students should be elected by the building committee.

In the Whitesboro Middle School (6-8), the committee shall be composed of the building principal, with an assistant principal as an alternate, four (4) faculty members and four (4) students, one (1) from each grade. The students will be selected by the building committee. The faculty members will be elected by the building faculty.

In the High School, the committee shall be composed of the building principal, with an assistant principal (appointed by the principal), four (4) faculty members and four (4) students, one (1) from each grade level. The students will be appointed by the president of the student body with the approval of the student council. The faculty members will be elected by the building faculty.

ARTICLE 16

Fair Dismissal

16:01 Any probationary teacher, having served two (2) years in the District, who is recommended for dismissal shall be notified by the District Clerk at least thirty (30) days prior to the Board meeting at which the recommendation is to be acted upon. This notification shall also include the date of said Board meeting. Not later than twenty-one (21) days prior to said meeting a teacher may request, in writing, that he or she be furnished with a written statement giving reasonable and just reasons for such recommendation. The Superintendent shall furnish such written statement within seven (7) days after receipt of the teacher's request. The teacher may file a written response to such statement with the District Clerk not later than seven (7) days prior to the date of the Board meeting. The teacher may also request, and shall be granted, an opportunity to be present, with up to two (2) representatives of his or her choice, at a hearing, in closed session, before the Board of Education. Such hearing will be held prior to the Board action on the recommendation to dismiss. The Board's decision shall be final and not subject to the grievance procedure.

ARTICLE 17

Enrollment

Teachers having dependent children will be permitted to send them to Whitesboro Central School to attend district-housed programs tuition free. It is understood that the teacher is responsible for transportation to and from school.

Teachers who wish to send their child(ren) for the first time must notify the District before May

1st of the year preceding the child(ren)'s enrollment.

Teachers who wish to discontinue their child(ren)'s enrollment must notify the District before May 1st of the year preceding the change in enrollment.


ARTICLE 18


Duration of Agreement

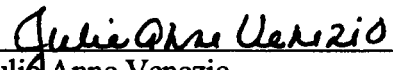
This Agreement is effective as of July 1, 2003 and will remain in full force and effect through June 30, 2007.

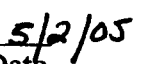
FOR:
THE WHITESBORO SCHOOL DISTRICT

FOR:
THE WHITESBORO TEACHERS'
ASSOCIATION

BY

Arnold L. Kaye
Superintendent


Date


Julie Anne Venezio
President, WTA


Date

APPENDIX A-1
2003-2004 SALARY SCHEDULE

STEP	BA	BA+30	BA+60	BA+90	MA	MA+30	MA+60
A	30,448	32,635	34,823	37,010	33,504	35,692	37,879
B	31,662	33,939	36,215	38,491	34,842	37,119	39,396
C	32,980	35,256	37,533	39,809	36,160	38,437	40,714
D	34,353	36,630	38,906	41,182	37,534	39,810	42,087
E	35,754	38,030	40,307	42,583	38,934	41,211	43,487
F	37,234	39,510	41,787	44,063	40,414	42,691	44,967
G	38,768	41,045	43,322	45,597	41,949	44,225	46,502
H	40,351	42,628	44,904	47,180	43,532	45,808	48,085
I	41,991	44,268	46,545	48,820	45,172	47,448	49,725
J	43,687	45,964	48,240	50,516	46,773	49,050	51,327
K	45,436	47,713	49,989	52,265	48,617	50,893	53,170
L	47,240	49,516	51,793	54,068	50,420	52,697	54,973
M	48,601	51,734	53,941	56,148	52,603	54,851	57,027
N	49,632	52,767	55,955	58,161	53,635	56,832	59,038
O	50,664	53,798	56,987	60,228	54,666	57,864	61,107
P	51,695	54,829	58,017	61,260	55,697	58,895	62,138
Q	52,826	55,961	59,148	62,391	56,829	60,027	63,271
R	53,857	56,992	60,180	63,422	57,860	61,059	64,303
S	54,889	58,024	61,211	64,454	58,893	62,090	65,332
T	55,920	59,055	62,242	65,485	59,924	63,121	66,364
U	56,872	60,936	64,125	67,366	61,805	65,002	68,245
V	57,803	61,811	65,894	70,009	62,691	66,763	70,889
VW	58,291	62,299	66,382	70,497	63,179	67,251	71,377

1. An additional \$217 for each block of three graduate hours up to 120 hours beyond the Bachelor Science Degree will be granted. This normally refers to the date of receiving the Bachelor of Science Degree.
2. An additional \$865 for an earned Master's Degree will be granted.
3. An additional \$1,042 for an earned Doctorate will be granted.
4. Submission of new hours will be by 3 hour blocks(s) once each year on or before October 31.
5. Employees off step in year 2003-2004 will receive \$1,975. This is a one-time increase for the year 2003-2004 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2004.
6. Employees off step in year 2004-2005 will receive \$2,175. This is a one-time increase for the year 2004-2005 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2005.
7. Employees off step in year 2005-2006 will receive \$2,141. This is a one-time increase for the year 2005-2006 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2006.
8. Employees off step in year 2006-2007 will receive \$2,491. This is a one-time increase for the year 2006-2007 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2007.

APPENDIX A-2

2004-2005 SALARY SCHEDULE

STEP	BA	BA+30	BA+60	BA+90	MA	MA+30	MA+60
A	30,948	33,135	35,323	37,510	34,004	36,192	38,379
B	32,162	34,532	36,901	39,268	35,471	37,841	40,211
C	33,480	35,849	38,219	40,586	36,789	39,159	41,529
D	34,853	37,223	39,592	41,959	38,163	40,532	42,902
E	36,204	38,573	40,943	43,310	39,513	41,883	44,252
F	37,684	40,053	42,423	44,790	40,993	43,363	45,732
G	39,218	41,588	43,958	46,324	42,528	44,897	47,267
H	40,801	43,171	45,540	47,907	44,111	46,480	48,850
I	42,441	44,811	47,181	49,547	45,751	48,120	50,490
J	44,137	46,507	48,876	51,243	47,352	49,722	52,092
K	45,886	48,256	50,625	52,992	49,196	51,565	53,935
L	47,690	50,059	52,429	54,795	50,999	53,369	55,738
M	49,151	52,284	54,491	56,698	53,153	55,401	57,577
N	50,657	53,792	56,980	59,186	54,857	57,857	60,063
O	51,689	54,823	58,012	61,253	55,691	58,889	62,131
P	52,720	55,854	59,042	62,285	56,722	59,920	63,162
Q	53,851	56,986	60,173	63,416	57,854	61,052	64,295
R	54,882	58,017	61,205	64,447	58,885	62,084	65,327
S	55,914	59,049	62,236	65,479	59,918	63,115	66,357
T	56,945	60,080	63,267	66,510	60,949	64,146	67,389
U	57,897	61,961	65,150	68,391	62,830	66,027	69,270
V	58,903	62,911	66,994	71,109	63,791	67,863	71,989
VW	59,928	63,936	68,019	72,134	64,816	68,888	73,014

1. An additional \$226 for each block of three graduate hours up to 120 hours beyond the Bachelor Science Degree will be granted. This normally refers to the date of receiving the Bachelor of Science Degree.
2. An additional \$902 for an earned Master's Degree will be granted.
3. An additional \$1,086 for an earned Doctorate will be granted.
4. Submission of new hours will be by 3 hour blocks(s) once each year on or before October 31.
5. Employees off step in year 2003-2004 will receive \$1,975. This is a one-time increase for the year 2003-2004 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2004.
6. Employees off step in year 2004-2005 will receive \$2,175. This is a one-time increase for the year 2004-2005 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2005.
7. Employees off step in year 2005-2006 will receive \$2,141. This is a one-time increase for the year 2005-2006 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2006.
8. Employees off step in year 2006-2007 will receive \$2,491. This is a one-time increase for the year 2006-2007 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2007.

APPENDIX A-3
2005-2006 SALARY SCHEDULE

STEP	BA	BA+30	BA+60	BA+90	MA	MA+30	MA+60
A	31,438	33,625	35,813	38,000	34,495	36,682	38,869
B	32,752	35,219	37,684	40,147	36,196	38,662	41,129
C	34,070	36,536	39,002	41,465	37,514	39,980	42,447
O	35,518	37,985	40,450	42,913	38,963	41,428	43,895
E	36,894	39,360	41,826	44,289	40,338	42,804	45,270
F	38,199	40,665	43,131	45,594	41,643	44,109	46,575
G	39,733	42,200	44,666	47,128	43,178	45,643	48,110
H	41,316	43,783	46,248	48,711	44,761	47,226	49,693
I	42,931	45,399	47,864	50,326	46,376	48,841	51,308
J	44,527	47,994	49,459	51,922	47,877	50,343	52,810
K	46,276	48,743	51,208	53,671	49,721	52,186	54,653
L	48,080	50,546	53,012	55,474	51,524	53,990	56,456
M	49,791	52,924	55,131	57,338	53,793	56,041	58,217
N	51,547	54,682	57,870	60,076	55,550	58,747	60,953
O	52,979	56,113	59,302	62,543	56,981	60,179	63,421
P	54,010	57,144	60,332	63,575	58,012	61,210	64,452
Q	55,141	58,276	61,463	76,406	59,144	62,342	65,585
R	56,172	59,308	61,495	65,737	60,175	63,374	66,617
S	57,204	60,339	63,526	66,769	61,208	64,405	67,647
T	58,235	61,371	64,557	86,700	62,239	65,436	68,679
U	59,037	63,101	66,290	69,531	63,970	67,167	70,410
V	60,043	64,051	68,134	72,249	64,931	69,003	73,129
VW	61,568	65,576	69,659	73,774	66,456	70,528	74,654

1. An additional \$237 for each block of three graduate hours up to 120 hours beyond the Bachelor Science Degree will be granted. This normally refers to the date of receiving the Bachelor of Science Degree.
2. An additional \$940 for an earned Master's Degree will be granted.
3. An additional \$1,133 for an earned Doctorate will be granted.
4. Submission of new hours will be by 3 hour blocks(s) once each year on or before October 31.
5. Employees off step in year 2003-2004 will receive \$1,975. This is a one-time increase for the year 2003-2004 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2004.
6. Employees off step in year 2004-2005 will receive \$2,175. This is a one-time increase for the year 2004-2005 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2005.
7. Employees off step in year 2005-2006 will receive \$2,140. This is a one-time increase for the year 2005-2006 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2006.
8. Employees off step in year 2006-2007 will receive \$2,490. This is a one-time increase for the year 2006-2007 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2007.

APPENDIX A-4

2006-2007 SALARY SCHEDULE

STEP	BA	BA+30	BA+60	BA+90	MA	MA+30	MA+60
A	31,988	34,175	36,363	38,550	35,044	37,232	39,419
B	33,302	35,870	38,436	40,998	36,886	39,453	42,021
C	34,620	37,187	39,754	42,316	38,204	40,771	43,339
D	36,068	38,636	41,202	43,764	39,653	42,219	44,787
E	37,444	40,011	42,578	45,140	41,028	43,595	46,162
F	38,749	41,316	43,883	46,445	42,333	44,900	47,467
G	40,283	42,851	45,418	47,979	43,868	46,434	49,002
H	41,866	44,434	47,000	49,562	45,451	48,017	50,585
I	43,481	46,049	48,616	51,177	47,066	49,632	52,200
J	45,177	47,745	50,311	52,873	48,667	51,234	53,802
K	46,926	49,494	52,060	54,622	50,511	53,086	55,645
L	48,580	51,147	53,714	56,275	52,164	54,731	57,298
M	50,291	53,424	55,631	57,838	54,293	56,541	58,717
N	52,097	55,232	58,420	60,626	56,100	59,297	61,503
O	53,879	57,013	60,202	63,443	57,881	61,079	64,321
P	55,660	58,794	61,982	65,225	59,662	62,860	66,102
Q	56,791	59,926	63,113	66,356	60,794	63,992	67,235
R	57,822	60,957	64,145	67,387	61,825	65,024	68,267
S	58,854	61,989	65,176	68,419	62,858	66,055	69,297
T	59,885	63,020	66,207	69,450	63,889	67,086	70,329
U	60,937	65,001	68,190	71,431	65,870	69,067	72,310
V	61,943	65,951	70,034	74,149	66,831	70,903	75,029
VW	63,768	67,776	71,859	75,974	68,656	72,728	76,854

1. An additional \$247 for each block of three graduate hours up to 120 hours beyond the Bachelor Science Degree will be granted. This normally refers to the date of receiving the Bachelor of Science Degree.
2. An additional \$983 for an earned Master's Degree will be granted.
3. An additional \$1,184 for an earned Doctorate will be granted.
4. Submission of new hours will be by 3 hour blocks(s) once each year on or before October 31.
5. Employees off step in year 2003-2004 will receive \$1,975. This is a one-time increase for the year 2003-2004 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2004.
6. Employees off step in year 2004-2005 will receive \$2,175. This is a one-time increase for the year 2004-2005 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2005.
7. Employees off step in year 2005-2006 will receive \$2,140. This is a one-time increase for the year 2005-2006 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2006.
8. Employees off step in year 2006-2007 will receive \$2,490. This is a one-time increase for the year 2006-2007 only but will continue as part of the employee's salary. This provision shall terminate fully and completely at the close of business on June 30, 2007.

APPENDIX B
SALARY SCHEDULES AND ADDITIONAL BENEFITS
FOR
TEACHING ASSISTANTS

<u>Step</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
A	11,690	11,830	12,116	12,419
B	12,335	12,483	12,785	13,105
C	13,407	13,568	13,897	14,245
D	14,051	14,219	14,565	14,929
E	14,801	14,979	15,343	15,727
F	15,551	15,739	16,120	16,524
G	16,306	16,501	16,904	17,327
H	17,372	17,580	18,010	18,460
I	18,449	18,670	19,127	19,606

In 2003-04, 2004-2005, 2005-2006 and 2006-2007 teaching assistants who were on or above the top step (I) will go off step and will receive an increase of \$765 in 2003-04, \$784 in 2004-05, \$559 in 2005-06 and \$684 in 2006-07. The \$765, \$784, \$559, and \$684 will continue as part of the employee's salary.

This provision expires on June 30, 2007.

Teaching Assistants will advance on step on September 1st.

TEACHING ASSISTANTS' BENEFITS:

- A. Teaching Assistants will receive clock hours for approved in-service.
- B. Teaching Assistants who have earned an AAS Degree will receive a \$313 stipend in 2003-04, \$326 in 2004-05, \$340 in 2005-06 and \$355 in 2006-07.
- C. Teaching Assistants who have earned a Bachelor's Degree will receive an additional \$417 stipend in 2003-04, \$435 in 2004-05, \$453 in 2005-06 and \$474 in 2006-07.
- D. Teaching Assistants who have earned a Bachelor's Degree will be paid for additional graduate work at the same rate as teachers.
- E.
 1. In 2003-04, each returning part-time Teaching Assistant shall receive a 4.25% increase over his/her 2002-03 hourly rate. In 2004-05 each returning part-time Teaching Assistant shall receive a 4.25% increase over his/her 2003-04 hourly rate. In 2005-06, each returning part-time Teaching Assistant shall receive a 4.25% increase over his/her 2004-05 hourly rate. In 2006-07 each returning part-time Teaching Assistant shall receive a 4.5% increase over his/her 2005-06 hourly rate. The starting salary for part time teaching assistants shall be \$8.34 in 2003-04, \$8.69 in 2004-05, \$9.06 in 2005-06 and \$9.47 in 2006-07.
 2. Part-time Teaching Assistants are ineligible for health and dental benefits; this restriction shall not apply to Teaching Assistants reduced from full time.

July 1, 2003 - June 30, 2007

STIPEND FOR SPECIFIC ASSIGNMENT

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Art	2,721	2,837	2,957	3,090
Library/Media	2,721	2,837	2,957	3,090
Music	3,586	3,739	3,898	4,073
Reading	2,716	2,831	2,951	3,084

Business	2,721	2,837	2,957	3,090
English	3,174	3,309	3,450	3,605
Home Economics	2,721	2,837	2,957	3,090
Technology	2,721	2,837	2,957	3,090
Language	2,721	2,837	2,957	3,090
Mathematics	3,174	3,309	3,450	3,605
Science/Health	3,174	3,309	3,450	3,605
Social Studies	3,174	3,309	3,450	3,605

Stipends for Department Chairpersons are determined considering the number of staff per department and the number of buildings involved.

<u>OTHER SPECIAL POSITIONS:</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Coordinating Teachers (Elementary)	2,492	2,597	2,708	2,830

Appendix C - OTHER RELATED POSITIONS Continued:

	Years in Specific Assignment:		
	1 - 3 Yrs	4 - 8 Yrs.	9 or More Yrs.
Guidance Counselor, Psychologist, Social Worker:			
2003-04	2,585	2,851	3,117
2004-05	2,695	2,972	3,250
2005-06	2,810	3,099	3,388
2006-07	2,936	3,238	3,540

Social workers and psychologists may continue to be required to participate in meetings with the Committee on Special Education outside the regular school day as part of their job. Included in all stipends for social workers and psychologist is \$670 as stipend for this additional time. No other payment or remuneration shall be made to social workers and psychologists for time spent with the CSE outside the regular school. Should procedures change so that social workers and psychologists are no longer required to participate in such meetings outside the school day, the amount of \$670 will be removed from all stipends for these two titles.

Teaching Assistants (TA) hired before July 1, 1996 who are assigned to duties as described in paragraphs 6 and 7 of the teaching assistants' job description will be paid an additional \$1,303 annually for these duties. Teaching assistants hired on or before July 1, 1996 who are assigned to duties as described in paragraphs 6 and 7 of the teaching assistants' job description shall not be eligible for the additional stipend for performance of these duties.

It is understood that Teacher Assistants assigned to these jobs will be provided Hepatitis B vaccine option and will be considered Category I employees in terms of the Boodborne Pathogens Exposure Plan.

Interpreters for the deaf shall receive \$27.37 per hour for the 2003-2004 school year and shall be eligible at their option for heath and dental insurance as specified by the Whitesboro Central School Agreement or the health insurance buy-out as specified in Article 13. The hourly rate shall be \$28.53 per hour for the 2004-05 school year, \$29.74 for the 2005-06 school year and \$31.08 for the 2006-07 school year.

A paid guarantee of one-half (½) day shall be provided as show up time in the event that a student does not appear on any day. The definition of a day will be based upon what constitutes a regular day of the interpreter.

Interpreters will be eligible to use up to two (2) sick days per year. Rate of pay for a sick day will be one-half (1/2) of their regular rate of pay.

In the event that a layoff becomes necessary, strict consideration will be given to the employee's seniority as an interpreter for the deaf. Seniority shall be defined as the most recent date of hire with the Whitesboro Central School District.

POLICY AND SCHEDULE FOR EXTRA-PAY DUTIES

General Assumption

A policy of extra-pay for special activities is based on the premise that staff members who have extra responsibilities beyond what is assumed to be normal teaching load receive remuneration for these duties.

Considerations

1. Relative importance to the total school program and/or operations.
2. Degree of responsibility which must be assumed in conducting the activity.
3. Amount of time required beyond any allowance made during the regular school day.
4. Nature of the activity.

Regular school day - from 30 minutes before the opening of school until approximately one period after the close of school. However, certain specific assignments within this time may be considered within the category of extra duty.

Normal Teaching Load for Secondary Classroom Teachers (Including 6th Grade) on a 9-period Schedule

1. As a general rule an assignment will be five (5) classroom instruction periods, one and one-half (1-1/2) supervisory or other instructional periods and one and one-half (1-1/2) unassigned periods where possible. In a given year:
 - those teachers who are scheduled for two (2) full-year supervisory assignments shall not receive two (2) study halls.
 - teachers who are scheduled for two (2) full-year supervisory assignments shall receive no more than one (1) supervisory assignment the following year.

All teachers will be provided a minimum of one (1) planning period and one (1) lunch period daily. In addition, other specific duties such as homeroom, corridor supervision (prior to and after school) may also be assigned.

2. Teachers in those subject areas where the District has traditionally and/or occasionally assigned more than five (5) classes, e.g., art, technology, home economics, etc., and who, at the discretion of the building administration are assigned six (6) classes per day (in accordance with Commissioner's Regulations) will not be required to perform supervisory duties, but will be eligible to perform voluntary cafeteria duty.

3. Where possible, for teachers being shared between the Parkway and Whitesboro Middle Schools, consideration will be given to provide time to travel between these facilities (e.g., a plan period or lunch period scheduled at the time of travel between the buildings).

Extra Duties

Extra duties are those activities that are specific by nature, are not generally considered to be allied with the teacher's regular program, and consume a minimum of time equivalent to 25 hours a year beyond the regular school day. This is approximately one 40 minute period each week for 40 weeks.

Coaching Responsibilities of Physical Education Teachers

As a condition of initial and continuing employment, all physical education teachers who begin employment after September 1, 1988 may be required to coach two (2) sports each year. At the time of hire, the District must inform these teachers and the Association in writing that this condition has been made an obligation of employment.

APPENDIX D

ATHLETICS POLICY ON EXTRA-PAY DUTIES 2003-2007

1. Teachers on all extra-pay categories are considered to be on a year-to year category and are subject to change on the recommendation of the Administration and approval of the Board of Education.
2. Recommendations for salary increases recommended by the Extra-Pay Duties Committee shall be put into effect at the sole discretion of the Superintendent of Schools. Any recommendation turned down by the Superintendent shall be forwarded to the WTA Negotiations Committee for possible consideration in the next round of bargaining.
3. Salaries are based on:
 - A. Length of season Winter = 14 weeks
 Fall/Spring = 10 weeks
 - B. Equal pay for equal responsibility
 - C. In the event the length of season is extended by participation in State Playoffs (post Section 3) increased compensation will be calculated on a per diem basis.
4. Team Groups (Based on 1., 1A., 2., 3., & 4.).
Salary Percentage per Group, (A., B., C. & D.)

1.	(100%)	Basketball - Girls & Boys Football Ice Hockey	Volleyball - Girls Wrestling
1A.	(100%)	Trainer	
2.	(65%)	Baseball Field Hockey - Girls Soccer - Girls & Boys Lacrosse - Girls & Boys Swimming	Softball Gymnastics Track (G&B) Cheerleading (Co-ed)*
3.	(45%)	Cross Country - Girls & Boys	Tennis – Girls & Boys
4.	(40%)	Bowling - Girls & Boys Nordic Skiing (Co-ed)	Golf - Girls & Boys Alpine Skiing (Co-ed)

*Includes football and basketball season and the salary may be divided on a 60/40 basis if two teachers share duties.

5. Head Coaching Salary Schedule with Longevity Steps

Longevity:	1- 4 years	5 - 7 years	8 - 10 years	11 - 14 years	15+ years
Group 1.	100%				
2003-04	3,560	4,235	4,735	5,020	5,265
2004-05	3,710	4,410	4,935	5,235	5,490
2005-06	3,870	4,600	5,145	5,455	5,720
2006-07	4,045	4,800	5,375	5,700	5,980
Group 1A	100%				
2003-04	3,075	3,645	4,070	4,310	4,555
2004-05	3,250	3,800	4,245	4,495	4,750
2005-06	3,340	3,960	4,425	4,685	4,950
2006-07	3,495	4,140	4,625	4,895	5,175
Group 2.					
(65%)	65%				
2003-04	2,310	2,745	3,075	3,260	3,425
2004-05	2,405	2,865	3,205	3,395	3,570
2005-06	2,510	2,985	3,340	3,540	3,720
2006-07	2,625	3,120	3,495	3,700	3,890
Group 3.					
(45%)	45%				
2003-04	1,605	1,910	2,130	2,260	2,370
2004-05	1,675	1,990	2,225	2,360	2,470
2005-06	1,745	2,075	2,315	2,460	2,580
2006-07	1,825	2,165	2,420	2,570	2,695
Group 4.					
(40%)	40%				
2003-04	1,425	1,700	1,890	2,005	2,110
2004-05	1,485	1,770	1,970	2,090	2,200
2005-06	1,545	1,845	2,055	2,180	2,300
2006-07	1,615	1,930	2,150	2,280	2,400

6. Coaching level pay is a percentage of head coaching salary.

- A. (100%) Varsity Head Coach
- B. (65%) Varsity Assistant, J. V. Coach,
- C. (55%) J.V. Assistant, Modified Coach
- D. (50%) Modified Assistant

7. Each teacher shall have pay options:

- A. Single stipend paid at the end of the season.
- B. Two one-half stipends; one paid mid-season, the second at the end of season.
- C. The last check will not be issued to the coach until all season end duties (as per District established checklist) are completed and approved by the Athletic Director.

8. Credit for previous experience will only apply to that experience accumulated in the specific area assigned. This credit will be applicable to experience gained in this and/or other school districts. However non-Whitesboro experience will be credited at one-half for movement to Longevity columns 2 and 3 and no non-Whitesboro credit will be applicable for movement to column 4 and 5.
9. Experience at the modified and junior varsity or assistant varsity coach levels will carry full credit for assignments at those levels. When experience at these levels is to apply to varsity assignments, one-half (1/2) credit will apply. All varsity level experience will carry full credit. Credit for experience will be rounded to the next whole number.
10. Records of assignments are to be maintained by the district Director of Physical Education and Interscholastic Athletics.
11. All stipends paid will be rounded to nearest \$5.00 increment.

APPENDIX E

OTHER EXTRA-PAY DUTIES POLICY ON EXTRA-PAY DUTIES

2003-2007

1. Teachers on all extra-pay categories are considered to be on a year-to-year category and are subject to change on the recommendation of the Administration and approval of the Board of Education.
2. Recommendations for salary increases recommended by the Extra-Pay Duties Committee shall be put into effect at the sole discretion of the Superintendent of Schools. Requests to the committee should be made only when a new extra pay duty has been established or major changes have occurred in the employee's current duty.
3. Teachers will receive substitute pay on a per diem basis at the current teacher-substitute rate for chaperoning approved activities outside the district when school is not in session. This normally refers to occasions demanding a minimum of four (4) hours.
4. Existing non-stipend duties may be assigned to bargaining unit members as non-instructional supervisory duties without compensation, unless otherwise noted. Duties which may be created in the future are subject to negotiation only as it relates to compensation.
5. It is understood that teachers who elect and are assigned to perform lunch duty will be allowed to do so at the contractually agreed upon stipend. Teachers who are assigned to bus duty supervision will continue to receive the contractually established stipend.

APPENDIX E - Extra-Pay Duties - continued:

<u>HIGH SCHOOL</u>	<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>	
	1 - 4 years	5+ years	1 - 4 years	5+ years	1 - 4 years	5+ years	1 - 4 years	5+ years
Amnesty International	626	683	652	712	680	742	710	776
Art Club	1,126	1,246	1,174	1,299	1,224	1,354	1,279	1,415
Bridge Builder Advisor	1,251	1,314	1,304	1,369	1,360	1,428	1,421	1,492
Business Manager	1,569	1,725	1,636	1,799	1,705	1,875	1,782	1,959
Forensic Speech	2,252	2,476	2,348	2,581	2,447	2,691	2,557	2,812
Fresh. Class Advisor	787	865	821	902	855	940	894	983
Girls Athletic Association	1,178	1,303	1,228	1,359	1,280	1,416	1,336	1,480
High School Orchestra	2,085	2,283	2,174	2,380	2,260	2,481	2,368	2,593
High School Vocal	2,085	2,283	2,174	2,380	2,260	2,481	2,368	2,593
High School Jazz	2,085	2,283	2,174	2,380	2,260	2,481	2,368	2,593
International Club	990	1,084	1,032	1,130	1,076	1,178	1,125	1,231
Junior Class Advisor	1,178	1,303	1,228	1,359	1,280	1,416	1,338	1,480
Mathletics	626	683	652	712	680	742	710	776
Model UN	990	1,084	1,032	1,130	1,076	1,178	1,125	1,231
National Honor Society	1,267	1,392	1,320	1,451	1,377	1,513	1,439	1,581
Newspaper	1,725	1,908	1,799	1,989	1,875	2,073	1,959	2,167
Penhouse Literary Magazine	1,725	1,908	1,799	1,989	1,875	2,073	1,959	2,167
Pep Band	1,376	1,517	1,435	1,581	1,496	1,649	1,563	1,723
Pep Band Assistant	824	902	859	940	895	980	935	1,024
SADD	886	980	924	1,022	963	1,065	1,006	1,113
Community School Org.	1,579	1,736	1,647	1,810	1,716	1,886	1,794	1,971
Science/Environmental	1,178	1,303	1,228	1,359	1,280	1,416	1,338	1,480
Senior Class Advisor	2,174	2,393	2,266	2,494	2,362	2,600	2,469	2,717
Ski Club	990	1,084	1,032	1,130	1,076	1,178	1,125	1,231
Ski Club Assistant	787	865	821	902	855	940	894	983
Sophomore Class Advisor	891	985	929	1,027	969	1,071	1,012	1,119
Student Council	2,085	2,283	2,174	2,380	2,266	2,481	2,368	2,593
Technology Club	2,085	2,189	2,174	2,282	2,266	2,379	2,368	2,486
Teens Aids Task Force	626	683	652	712	680	742	710	776
Varsity Club	1,178	1,303	1,228	1,359	1,280	1,416	1,338	1,480
Yearbook Advisor	2,299	2,528	2,396	2,636	2,498	2,748	2,611	2,871
Yearbook Assistant Advisor	1,199	1,324	1,250	1,380	1,303	1,439	1,362	1,504
	<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>	
Detention **	3,399		3,543		3,694		3,860	
Morning Bus Duty	1,246		1,299		1,354		1,415	
Afternoon Bus Duty	1,037		1,081		1,127		1,178	

APPENDIX E - Extra-Pay Duties - continued:

<u>MIDDLE SCHOOL</u>	<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>	
	1 - 4 years	5+ years	1 - 4 years	5+ years	1 - 4 years	5+ years	1 - 4 years	5+ years
Chess Club	NA	NA	600	670	626	698	654	730
Drama Club	1,532	1,678	1,598	1,750	1,666	1,824	1,740	1,906
FCCLA	1,303	1,407	1,359	1,467	1,416	1,530	1,480	1,598
Forensic/Debate Club	600	630	626	657	652	685	681	715
Math Counts	610	672	638	701	663	731	693	764
Middle School Jazz	1,376	1,517	1,435	1,581	1,496	1,649	1,563	1,723
Middle School Vocal	1,084	1,194	1,130	1,244	1,178	1,297	1,231	1,356
MS Audio Visual Assoc.	1,725	1,908	1,799	1,989	1,875	2,073	1,959	2,167
National Honor Society	1,168	1,282	1,217	1,337	1,269	1,394	1,326	1,456
Newspaper	1,725	1,908	1,799	1,989	1,875	2,073	1,959	2,167
Assist. Parent Comm. Org.	1,095	1,199	1,141	1,250	1,190	1,303	1,243	1,362
Science Club	1,178	1,303	1,228	1,359	1,280	1,416	1,338	1,480
Student Activities	2,085	2,283	2,174	2,380	2,266	2,481	2,368	2,593
Technology Club	1,043	1,095	1,087	1,141	1,133	1,190	1,184	1,243
Yearbook	1,960	2,158	2,043	2,250	2,130	2,345	2,226	2,451
	<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>	
Detention **	2,591		2,701		2,815		2,942	
Morning Bus Duty	1,241		1,293		1,348		1,409	
Afternoon Bus Duty	1,037		1,081		1,127		1,178	
Bus Director	1,652		1,723		1,796		1,877	

APPENDIX E - Extra-Pay Duties - continued:

<u>PARKWAY SCHOOL</u>	<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>	
	1 - 4 years	5+ years	1 - 4 years	5+ years	1 - 4 years	5+ years	1 - 4 years	5+ years
Art Open Studio	834	876	869	913	906	952	947	995
Audio Visual Association	1,235	1,360	1,288	1,418	1,343	1,479	1,403	1,545
Co-Kids on the Block	1,564	1,642	1,630	1,712	1,699	1,784	1,776	1,865
Parkway Pages	652	725	679	755	708	787	740	823
Parkway PTO Assistant	626	657	652	685	680	714	710	746
Student Council	787	865	821	902	855	940	894	983

<u>ELEMENTARY SCHOOL'S</u>	<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>	
	1 - 4 years	5+ years	1 - 4 years	5+ years	1 - 4 years	5+ years	1 - 4 years	5+ years
Band	787	865	821	902	855	940	894	983
Orchestra	787	865	821	902	855	940	894	983

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Bus Duty	1,246	1,299	1,354	1,415

****Based on an average of four nights per week - Grades 6 - 12**

APPENDIX F

ACADEMIC INTERVENTION SERVICE

1. The provision of AIS is the responsibility of teachers and teaching assistants during the school day without additional compensation. Identification of students requiring AIS shall be the primary responsibility of the classroom teacher.
2. Time during the regular workday (7 hours) is contractually defined and includes classroom instruction, planning and preparation time, non-instructional-supervisory time, other instructional time and a duty free lunch period. Within the seven (7) hour day, the time prior to students' arrival and after students' dismissal shall be used for the above listed tasks at the teacher's discretion. As a rule, the District may not assign teachers to provide academic intervention services prior to regular student arrival time or after regular student dismissal time.
3. At the elementary level, teachers and teaching assistants are expected to provide AIS during classroom instructional time periods as well as during open instructional time (recess). Teachers will keep records of AIS provided in accordance with expectations provided by the District approved AIS plan. Portions of the District's plan that are mandatory subjects of bargaining shall be negotiated with the Association.
4. At the MS/HS level, AIS services will be provided during classroom instructional time periods as well as during "planned study time" (study halls, learning labs, and AIS periods). Teachers will keep records of AIS provided in accordance with expectations provided by the District approved AIS plan.
5. A liaison committee shall be established to consider problems related to academic intervention services and non-instructional supervisory duties including, but not limited to:
 - Study hall numbers and grouping
 - Equitable distribution of non-instructional duties
 - Alternative instructional options for the provision of academic intervention services
6. This provision shall not abridge any rights which the Association or District has regarding the assignment of non-instructional/supervisory duties.

APPENDIX G

JOINT CODE OF ETHICS

The Whitesboro School Board and the Whitesboro Teachers' Association have jointly issued the following statements as common beliefs.

1. The teachers and the School Board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and the prerogative of the Board to determine final policy.
2. The teacher is obligated to adhere to the School Board policy; the School Board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.
3. The teacher and the School Board transact all official business through proper channels and hold inviolate all confidential information.
4. The teacher and the School Board recognize their obligations to develop growing appreciation and understanding for the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
5. The teacher and the School Board agree that due notice in fair time be given in all cases of appointment, resignation or termination of service.
6. The teacher and the School Board avoid disparagement of fellow workers and predecessors.
7. The teacher and the School Board are impartial in all relationships with the pupil.
8. The teacher and School Board encourage able and promising students to enter the teaching profession.
9. The teacher receives from the administrator candid appraisal of his work, and help with his problems; the School Board requires such supervisory assistance.
10. The teacher actively participates in the work of local, state and national professional educational association; the School Board actively participates in the work of township, county, district, state and National School Boards Association.
11. The teacher uses ethical procedures in securing positions and in maintaining salary schedules; the School Board uses ethical procedures in filling positions and in maintaining salary schedules.
12. The teacher accepts no compensation from firms commercially interested in the school; no member of the School Board accepts such compensation.

13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the School Board provides conditions under which this can be accomplished.
14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the School Board provides a healthful teaching environment.
15. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the School Board stimulates and encourages professional growth of the teacher.
16. The teacher is proud of his profession; the School Board is proud of its teachers.

MEMORANDA OF AGREEMENT

EFFECTIVE JULY 1, 2003 – JUNE 30, 2007

The parties to the following Memoranda of Agreement, fully aware of the requirements of the Public Employees Fair Employment Article 14 of the Civil Service Law (Taylor Law) Section 209-a (1) (d) or (e) do hereby agree that the Agreements contained herein shall fully expire on June 30, 2007 and that failure of the District to continue any provision of these Agreements beyond June 30, 2007 will not constitute an improper labor practice pursuant to Section 209-a (1) (d) or (e) or any other provision of the Taylor Law. The Whitesboro Teachers' Association further agrees that no provision or article of these Agreements shall be subject to arbitration or challengeable in any forum.

MEMORANDUM OF AGREEMENT #1

AGENCY FEE

07/01/2003-06/30/2007

It is understood and agreed that a non-contractual agency fee will be continued during the 2003-04 school year, and as applicable to 2004-05, 2005-06 and 2006-07, subject to the following:

1. The Whitesboro Teachers' Association (hereinafter referred to as the WTA) will demonstrate through its own recruiting efforts, a voluntary membership threshold of 80% of active employees in full-time encumbered positions as of April 15, 2003, April 15, 2004, April 15, 2005, April 15, 2006 and April 15, 2007 respectively. This number will be certified between the Superintendent of Schools and the President of the WTA and evidence will be provided to the Superintendent by the President of the WTA of having met this requirement by April 15, 2003, April 15, 2004, April 15, 2005, April 15, 2006 and April 15, 2007, respectively.
2. The WTA will actively promote the passing of school budgets through contributions of time and finances at a level at least equivalent to that which has been provided during the budget years, 1988-89 and 1989-90.
3. The WTA will actively support a scholarship fund for Whitesboro students providing funding at a level at least equivalent to that which was provided during the 1993-94 school year.
4. The WTA will affirm that it has adopted procedures for refunding (bargaining unit members) that portion of Agency Fee as required by law.
5. The WTA will agree to donate, on behalf of any individuals desiring such donations, the local portion of dues collected via Agency Fee to the Nellie M. Love Scholarship fund or WTA Scholarship fund, the specific fund to be determined by the individual.
6. The WTA will continue to provide financial assistance for the following:
 - New teacher's luncheon, at a level of 50% of cost.
 - Annual retirement dinner at a percentage of contribution at least equal to the percentage of retirees in the respective school year.
 - Opening day breakfast at a level at least equal to the contribution during the 1993-94 school year.
 - The Board to Board dinner at a level equal to the percentage of participation by WTA members/spouses in this event.
7. The WTA will continue to make charitable donations to various school/community organizations.

8. Unit members working less than three (3) hours per day shall not be subject to the Agency Fee.
9. The WTA will agree that Agency Fee will be in the form of a non-contractual Memorandum of Understanding.

The District shall be responsible to deduct from the salary of its employees in the bargaining unit (who are currently not members of the WTA), an amount equal to the dues levied by the WTA and shall transmit such from each deduction to the WTA in accordance with law.

No per-diem substitute teachers will be covered by Agency Fee and term substitutes will be covered on a prorated basis (as is currently the procedure) for WTA membership.

MEMORANDUM OF AGREEMENT #2

Re-Opener - Health Insurance

Effective July 1, 2003 – June 30, 2007

The Union agrees to re-open bargaining regarding change of health insurance carriers during the life of the Agreement upon District request if the annual rate of premiums from the insurance carriers increases by more than 10%.

It is understood that the re-opening will be for the purpose of changing carriers without diminution of any benefit.

MEMORANDUM OF AGREEMENT #3

Office Rental

The district agrees to rent office space, as available, to the Association for an agreed sum (\$30 per month for current office).

Such agreement excludes district custodial and secretarial services, as well as any equipment and supplies, including telephone.

MEMORANDUM OF AGREEMENT #4

Whitesboro Teachers' Association Use of School Mailboxes

It is agreed between the District and the Whitesboro Teachers' Association that WTA officers and representatives shall have access to district employee mailboxes for the distribution of material within the following guidelines:

1. Material shall not violate any Agreements between the Superintendent and the various Bargaining Units within the District and shall be applicable to the WTA as the bargaining representative of its employees, such material to be approved by the WTA Board of Directors prior to distribution.
2. Material distributed shall not disrupt or infringe upon the instructional process and shall not be in violation of Education Law, Commissioner's Regulations, Whitesboro Board of Education Policy or that of the New York State Board of Regents.
3. Access to mailboxes shall not prohibit individuals from normal communication with other employees but shall specifically prohibit solicitation of a political or financial nature by any individual or group not officially recognized as representing the District, the Whitesboro Teachers' Association or such other recognized Bargaining units within the Whitesboro Central School District. The use of such mailboxes shall be for legitimate official business relating to the Association's role as a representative of employees in the bargaining unit.

MEMORANDUM OF UNDERSTANDING #5

WTA President's Schedule

The President of the Whitesboro Teachers' Association may be granted Association leave for work that cannot be completed outside of the scheduled workday. All leave requests will be the sole discretion of the Superintendent and will not be unreasonably denied.

It is understood that during the term of this agreement, the WTA President (as a secondary teacher) will not be assigned non-instructional supervisory duties.

MEMORANDUM OF AGREEMENT #6

Exposure Control Job Classification

With regard to the Whitesboro Central School District's Exposure Control Plan, the District and the Association agree to the following:

1. The following jobs shall be classified as Category II:

- Secondary Science Teachers
- Technology Teachers
- Physical Education Teachers
- Coaches
- Home Economics Teachers

As a general rule, Category II individuals will not be offered the hepatitis vaccine unless involved in a post-exposure situation. Training for Category II people will be provided by the District during normal work time unless a voluntary paid arrangement is made for classes outside normal work time.

2. All other members of the bargaining unit are classified as Category III and are not subject to the plan. However, safety paraphernalia shall be available in designated rooms throughout the schools. Category III employees shall be informed through awareness sessions of the general purpose of these items and reminded that they have not been trained to use it. They shall also be informed of emergency procedures regarding blood/bodily fluid spills.
3. In no case shall any teacher/teaching assistant be required to perform medical procedures.

MEMORANDUM OF AGREEMENT #7

Retirement Incentive

The Whitesboro Central School District (District) and the Whitesboro Teachers' Association (Association) hereby agree to the following terms and conditions for the offering of a local retirement incentive for members of the Association's bargaining unit (referred to hereafter as teachers).

1. This Agreement and the retirement incentive it outlines shall be effective commencing July 1, 2003. This Agreement and the retirement incentive shall terminate fully and completely at the close of business on June 30, 2008, notwithstanding Article 14 of the Civil Service Law (Taylor Law) Section 209-a (1) (d) and (e).
2. A teacher applying for the incentive must have completed at least fifteen (15) years of full-time service in the Whitesboro Central School District immediately prior to retirement.
3. A teacher applying for the retirement incentive must submit an irrevocable letter of resignation for purposes of retirement a minimum of four (4) months prior to the effective date of retirement. The Board of Education, in its sole discretion, may waive the four-month requirement if it determines special circumstances exist. Such determination shall not be subject to the grievance and arbitration process. The teacher must be eligible to retire and to receive a pension immediately upon retirement according to the terms of the New York State Teachers (or Employees) Retirement System as of the effective date of retirement.
4. A teacher applying for the incentive must have an effective retirement date after the last day of classes in June and before the first day of classes in September (unless it is a disability retirement) within 12 months after the birthday on which he/she achieves the appropriate age to receive an undiminished pension from the New York State Teachers Retirement System.
5. A teacher who does not comply with all of the eligibility requirements set forth above shall not be eligible to receive the retirement incentive. It is understood that each teacher has a single, limited timeframe within which to avail himself/herself of the incentive, and that if the teacher does not complete all the requirements within that timeframe, he/she may not apply for the incentive at a later date.
6. The amount of the incentive shall be:
 - a. For all members of the bargaining unit except Licensed Teaching Assistants, an amount equal to one half (1/2) of the individual teacher's Schedule A salary in his/her final full academic year of teaching.
 - b. For Licensed Teaching Assistants, an amount equal to one fourth (1/4) of the individual LTA's Schedule B salary in his/her final full academic year of teaching.
7. If, at the time of a teacher's effective date of retirement, there is a provision in the collective bargaining agreement then in effect between the parties for a payment for

unused sick days, and the teacher qualifies under the terms of the provision for the payout, the teacher may have the amount due applied to his/her portion of the health insurance premium in retirement under the following terms:

- a. If the teacher is enrolled and has been enrolled in the District's health insurance program for at least three (3) consecutive years immediately prior to retirement, the amount due shall be credited to the individual teacher by the District. This amount will then be used to pay the teacher's portion of retirement health insurance. The number of months of payment to be made from the sick leave payout funds shall be calculated for each teacher at the time of retirement. Upon exhaustion of an individual teacher's funds, the teacher shall be responsible for payment of his/her portion of the health insurance premium according to procedures established by the District.
 1. If a teacher is enrolled in the health insurance program at the time of retirement and meets the prior three-year qualifying requirement, but chooses not to elect district-sponsored health insurance in retirement, the teacher may receive a cash payout for unused sick days in the amount of two-thirds ($2/3$) of the calculated amount.
- b. The Board of Education in its sole discretion may waive the requirement for three-year' prior participation in the health insurance program if unusual circumstances exist. Such determination by the Board shall not be subject to the grievance and arbitration process.
- c. If the teacher has not been enrolled in the District's health insurance program for at least three (3) consecutive years immediately prior to retirement, and will not receive health insurance in retirement according to the applicable rules and regulations, then the teacher will receive a cash payout for unused sick days in the amount of two thirds ($2/3$) of the calculated amount.

